

1 PARNELL COLVIN
2 6681 TARA AVE
3 LAS VEGAS, NV 89146
4 EMAIL: PC681@YAHOO.COM
5 PH: (503) 490-6564

FILED	RECEIVED
ENTERED	SERVED ON
COUNSEL/PARTIES OF RECORD	
NOV 29 2022	
CLERK US DISTRICT COURT DISTRICT OF NEVADA	
UNITED STATES DISTRICT COURT	DEPUTY

6 UNITED STATES DISTRICT COURT

7 DISTRICT OF NEVADA

9
10 PARNELL COLVIN,

Case No: 2:22-CV-01928

11 Plaintiff.

MOTION TO REPLY FEDERAL COURT
HAS JURISDICTION TO HEAR SAID CASE

12
13 Vs.

14
15 TAKO LLC,

16 Defendant.
17 _____/

18 Comes Now Plaintiff Parnell Colvin and states this court has legal jurisdiction to hear
19 said case as the defendant Tako LLC, has violated federal laws which gives this court subject
20 matter jurisdiction. This court has been very one sided in making sure it will at any cost violate due
21 process and fairness in the proceedings to do what ever it can to see that the defendant prevail.
22 Plaintiff Colvin has requested that Judge Silva be recused from hearing his case for her biases and
23 clearly prejudices towards Colvin as he will not get a fair legal right to due process with Judge Silva.
24 Colvin, is in the process of appealing to the Ninth Cir of Appeals requesting that Judge Silva be
25 reomved from Colvin case for abuse of discretion.
26
27
28

1 Colvin is again requesting Judge Silva be removed from his case while he appeals to the
2 Ninth Cir Court of Appeals Judge Silva should not be presiding over Colvin case making rulings.
3 Colvin also wants to challenge how he keeps getting his case before the same Judge Silva with the
4 same defendant. The notice states that case randomly assigned to Judge Cristina D. Silva and
5 Magistrate Judge Nancy J. Koppe (HAM) how can it be possible to keep randomly getting the same
6 judge. Judge Silva is fixed on making sure Colvin want prevail she has held him to such a higher
7 standard than the defendants she constantly has Colvin responding to her orders uses language to
8 suggest Colvin should just lay down and have his rights viloated and say and do nothing.
9
10

11
12 Now Judge Silva wants Colvin to show why he should not be declared a vexatious litigant
13 show cause response due by 12/9/2022. Again Judge Silva is showing peripheral treatment and
14 favoritism for the defendant Tako LLC. I am am sure by the lanuage she used in her order she will
15 retaliate and hide behind her ruling to find as an vexatious litigant this is the only way she
16 can legally silance Colvin. On the other hand she has done nothing to the defendant attorney
17 Taylor Simpson, who has filed numeriuos bogus motions made frivolous false statements. He has
18 lied in is motions produced no evidence or supporting facts. Like the so called emergency order
19 was just a made exaggeration . Yet Judge Silva made me respond to a possibilty of what health
20 officials might do how do a person even respond to such foolish.
21
22

23
24 Taylor Simpson has lied in his affidavit he thinks just because he signed it thats makes the
25 contents of his statements truthful. Simpson has lied repeatly in is filings and yet Judge Silva you
26 have done nothing to address this you only keep requiring Colvin to always show cause or show
27
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1 proof of the requests being made by the court. It is also clear that they is a connection between
2 Judge Silva and state court Judge Maria Gall who stated at the hearing that she knew what Judge
3 Silva would do and that was to remand the case back to justice court so she too could rule in
4 favor for the defendant. By attorney Taylor Simpson on words that the courts are tired of Colvin to
5 me this says the fix is in to stop Colvin at all cost.
6

7
8 This court and Las Vegas Justice Court believes this just a little simple eviction case well it is
9 not it is about Colvin rights being denied and him fighting a rigged eviction process tenants have
10 rights and it is a due process that must be followed to evict someone. Judge Silva you came from
11 the state court in the justice building and may even have heard tenants appeals cases as appeals
12 are heard by the Eighth Judicial Court which you were a part of. You want to punish me for
13 protecting my rights most tenants cant afford an attorney or the attorneys that do come to court
14 which are very dont do anything but collect an apperance fee.
15
16

17
18 The hearing process in the Las Vegas Justice Court is all one sided you have 20-40 cases
19 being called no trial no witnesses being called it is a circus show and the cases are not even heard
20
21 elected judge but by an employee of the court with glamorous name and tittle called
22 hearing master. Simpson in his filing also submitted my Filing with justice court I mentioned a few
23 of the abuses I seen hearing Master David Brown do to tenants rights which was to abuse them. I
24 will not sit by and just because just do nothing more tenants need to no there rights. I would like to
25 no do Judge Silva no David Brown and is there any kind of past or present relationship which
26 further be a conflict of interests and grounds to recusal from Colvin case.
27
28

//////

1 This case is not about a simple eviction no thats not it at all it is about the defendant being
2 deceitful and filing a forged , fraudulent lease contract and in doing so stoled Ms. Brown personal
3 identitiy and created and submitted a counterfeit by means of transmitting the fraudulent document
4 through means of wire transmission to commit the illegal act which violates federal law Colvin and
5 Ms. Brown are victims of the illegal conduct of the defendant Tako LLC. Had Mr. Simpson did his
6 due diligence he would have known the lease contract he submitted was a forged , fraudulent
7 document and in submitting this through wire communication to commit the fraud is a federal crime.
8

9
10 Colvin can also file suit against Mr. Simpson for participating and conspiring to engage in the
11 crime of wire fraud which is a federal crime and other federal crimes committed by the defendant.
12 Justice Court is not even capbale of hearing my claims of due procees it only addresses eviciton
13 my claims are about federal laws being broken by the defendant and I have a constitutional right to
14 seek justice including Ms. Brown who is a victim of the defendant conspiracy scheme Colvin and
15 Ms. Brown are both victims of the crimes the defendant perpetrated against them both.
16
17

18
19 In fact hearing master David Brown soon realized that the lease contract submitted to him for
20 review was fraudulent the defendant committed identity theft and forgery. Because Ms. Brown was
21 an occupant she could not be evicted the process has to start with the tenant and I am the only
22 listed tenant on the lease. Once hearing master Brown realized he was dealing with a fraudulent
23 lease he stopped the proceedings and asked where is Parnell Ms. Brown replied I was at work.
24 Once Colvin got home Ms. Brown had informed him that she was confused about how hearing
25 master Brown knew all her personally information Colvin knew something was not right and followed
26 his instincts.
27
28

1 Colvin went to the Justice Court Clerks Office to get a copy of the eviction the defendant
2 filed and that is when Colvin realized that the defendant had altered his original lease committed
3 identity theft of Ms. Brown, changed my lease dates, forged Ms. Brown name and number on the
4 fraudulent lease contract. then used wire transmission method to submit to commit the many
5 federal crimes. Not to mention Colvin was never served and this courts wants Colvin to say it is ok to
6 violate his rights Ms. Browns rights and just say ok what you have done is ok. It is not and both
7 Colvin and Brown can pursue justice against the defendant in federal court because they have
8 committed federal offences.
9
10

11
12 colvin has submitted his original lease please (TENANT LEASE) the court can see the only
13 name on the lease is Colvin, the only contract number is Colvin, the only initials is Colvin and the
14 only signature again is Colvin. Please see (LANDLORD COPY) you will see the defendant
15 wrote in wife , contact number, name and changed the lease dates this contract is fraudulent
16 document where it was being used to illegally gain an advantage and Judge Silva you dont see
17 nothing wrong with this well I did it is called fraud and it is illegal what the defendants did and they
18 must held accountable for there misconduct.
19
20

21 Colvin filed a complaint with the State of Nevada Office of The Attorney General office
22 please see complaint form. Colvin was also advised to file a federal complaint because the crimes
23 were also committed through means of wire transmissions which are federal. Colvin has also filed
24 a complaint with the (FBI). As the court should no the fbi never comments on cases
25
26
27
28

1 it is investigating. Unlike Mr. Simpson who just makes up lies in his motions and files bogus
2 motions Colvin provides supporting documentation. Colvin even applied for the chap program
3 where the defendant would have been paid for the rent owed but on two occasions Tako LLC,
4 refused to participate please see emails from Clark County Social Services and on top of trying to
5 get rent to the defendant legally they were not entitled to it because the defendant needed to fix
6 somethings at the property. Nevertheless Colvin still had the means to get the rent paid but the
7 defendant refused payments. So enough talk from Mr. Simpson stating Colvin has refused to pay
8 rent Mr. Simpson should know facts before just making comments and statement to sound like he
9 knows what he is talking about he is very clueless just trying to spin falsehoods to get sympathy
10 from the courts.
11
12
13

14 Federal Wire Fraud Laws wire fraud is a federal crime the use of wire, radio, or television
15 communication to further that scheme here the denfendant use of wire transmissions to further
16 there conspiracy to commit the fraud the the fraudulent lease contract was wire transmitted which
17 a federal crime and gives subject matter jurisdiction to the federal court to hear this case. The wire
18 fraud statue was enacted by congress in 1952 as a means of extending mail fraud laws to cover
19 forms of fraud carried outout through means of communication other than mail. Both mail fraud and
20 wire wire fraud are both federal crimes.
21
22

23 The Department of Justice prosecutes cases of identity theft and fraud under a variety of
24 federal statues in the fall of 1998, for example, congress passed the
25 (IDENTITY THEFT AND ASSUMPTION DETERRENCE ACT.
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1 This legislation created a new offense of identity theft, which prohibits

2 " Knowingly transferring or using, without lawful authority, a means of identification of another
3 person with the intent to commit, or to aid, or abet, any unlawful activity that constitutes a violation
4 of the federal law or that constitutes a felony under any applicable state or local law.

5
6 " 18 U.S.C 1028(A)(7).

7
8 Schemes to commit identity theft or fraud may also involve violations of other statutes such as
9 identification fraud (18 U.S.C. 1028), credit card fraud (18 U.S.C. 1029), computer fraud.
10 (18 U.S.C 1030) , mail fraud (18 U.S.C. 1341), wire fraud each of these offenses are federal.
11
12 Colvin believes he has met the subject matter jurisdiction and his case against the defendant
13 should continue in federal court. With that being said Colvin is mindful that Judge Silva, is not a
14 fair and impartial judge and will be looking for any way to dismiss Colvin lawsuit to help the
15 defendant Tako LLC.
16

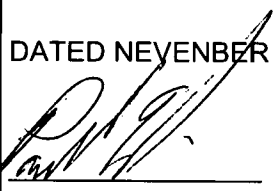
17
18 To the court and Simpson this case is more than just a simple eviction the defendant has
19 committed federal crimes and Simpson has also participated in the commission of the conspiracy
20 to commit the wire fraud . Colvin will be amending his complaint to add Mr. Simpson as a defendant
21 he knew the lease was a fake fraudulent contract because I informed him. He had a duty of care to
22 verify the authenticity of the document he as attorneys should always do but attorneys like Simpson
23 get lazy and become complicit and thinking because he is an attorney that some how he tells the
24 truth and courts take attorneys like Simpson as credible because file numerous motions or been
25 practicing law for a long time I been around and no this is far from the truth they must be called out!
26
27
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CERTIFICATE OF MAILING

I CERTIFY ON THIS DAY November 29, 2022 I served the defendant by placing said motion
in U.S POSTAL SERVICE to the following defendant at the address below.

Taylor Simpson
2900 W. Horizon Ridge Parkway, Suit 200
Henderson, NV 89052

DATED NEVENBER 29, 2022



PARNELL COLVIN

tenant lease



RESIDENTIAL LEASE AGREEMENT



6681 Tara Ave

Las Vegas

NV

89146

(Property Address)

1. This AGREEMENT is entered into this 15th day of March, 2018 between
 OWNER'S Name: TAKO LLC OWNER'S Name: _____
 (collectively hereinafter, "OWNER" and or "LANDLORD") legal owner(s) of the property and
 TENANT's Name: Parnell Colvin TENANT's Name: _____
 TENANT's Name: 503-490-6564 TENANT's Name: _____
 (collectively, "TENANT"), which parties hereby agree to as follows:

2. PREMISES: LANDLORD hereby leases to TENANT and TENANT hereby leases from LANDLORD, subject to
 the terms and conditions of the lease, the Premises known and designated as 6681 Tara Ave
Las Vegas NV 89146 ("the Premises"). Premises Mail Box # _____
 Parking Space # _____, Storage Unit # _____, Other _____

3. TERM: The term hereof shall commence on 04/01/18 and continue until 03/31/19, with
 a total rent of \$ 31,680.00, then on a month-to-month basis thereafter, until either party shall terminate
 the same by giving the other party thirty (30) days written notice delivered by US mail or electronic mail. (All
 calculation based on 30 day month), as governed by paragraph 23 herein

4. RENT: TENANT agrees to pay, without demand, to LANDLORD as rent for the Premises the total sum of
2,640.00 per month on the first day of each calendar month.
 at 6292 Spring Mountain Rd Las Vegas 89146 or at such other place as
 LANDLORD may designate in writing

5. SUMMARY: The initial rents, charges and deposits are as follows:

	Total	Received	Balance Due
Rent From <u>03/16/18</u> To <u>03/31/18</u>	\$ <u>1387</u>	\$ _____	\$ <u>1387.00</u>
Security Deposit	\$ _____	\$ _____	\$ <u>2600.00</u>
Key Deposit	\$ <u>50</u>	\$ _____	\$ <u>50.00</u>
Admin-Credit App Fee (non-refundable)	\$ _____	\$ _____	\$ _____
Pet Deposit	\$ _____	\$ _____	\$ _____
Cleaning Deposit	\$ _____	\$ _____	\$ _____
Cleaning Fee (non-refundable)	\$ <u>300</u>	\$ _____	\$ <u>300.00</u>
Additional Security	\$ _____	\$ _____	\$ _____
Utility Proration	\$ _____	\$ _____	\$ _____
Sewer-Trash Proration	\$ _____	\$ _____	\$ _____
Pre-Paid Rent	\$ <u>40</u>	\$ _____	\$ <u>40.00</u>
Pro-Rated Rent for _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
TOTAL	\$ <u>4377.00</u>	\$ _____	\$ <u>4377.00</u>

6. ADDITIONAL MONIES DUE:

Tenant need to pay rent on April 1, 2018 for \$2640 (2600+40), Tenant
 agrees to take care the pool, front yard and backyard by tenant
 self.

Property 6681 Tara AveOwner's Name TAKO LLCLas Vegas

NV

89146

Tenant Parnell ColvinInitials PC

Owner's Name _____

Tenant _____

Initials _____

Tenant 503-490-6564

Initials _____

Tenant _____

Initials _____

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tenant lease

7. ADDITIONAL FEES:

A. LATE FEES: In the event TENANT fails to pay rent when due, TENANT shall pay a late fee of \$ 75 plus \$ 20 per day for each day after 3 days that the sum was due. Such amounts shall be considered to be rent.

B. DISHONORED CHECKS: A charge of \$ 75 shall be imposed for each dishonored check made by TENANT to LANDLORD. TENANT agrees to pay all rents, all late fees, all notice fees and all costs to honor a returned check with certified funds. After TENANT has tendered a check which is dishonored, TENANT hereby agrees to pay all remaining payments including rent due under this Agreement by certified funds. Any payments tendered to LANDLORD thereafter, which are not in the form of certified funds, shall be treated as if TENANT failed to make said payment until certified funds are received. LANDLORD presumes that TENANT is aware of the criminal sanctions and penalties for issuance of a check which TENANT knows is drawn upon insufficient funds and which is tendered for the purpose of committing a fraud upon a creditor.

C. ADDITIONAL RENT: All late fees and dishonored check charges shall be due when incurred and shall become additional rent. Payments will be applied to charges which become rent in the order accumulated. All unpaid charges or any fees owed by TENANT, including but not limited to notice fees, attorney's fees, repair bills, utility bills, landscape pool repair and maintenance bills and CIC fines will become additional rent at the beginning of the month after TENANT is billed. TENANT'S failure to pay the full amount for a period may result in the initiation of eviction proceedings. LANDLORD'S acceptance of any late fee or dishonored check fee shall not act as a waiver of any default of TENANT, or as an extension of the date on which rent is due. LANDLORD reserves the right to exercise any other rights and remedies under this Agreement or as provided by law.

8. SECURITY DEPOSITS: Upon execution of this Agreement,

TENANT's Name: Parnell ColvinTENANT's Name: 503-490-6564

TENANT's Name: _____ TENANT's Name: _____
shall deposit with LANDLORD as a Security Deposit the sum stated in paragraph 5. TENANT shall not apply the Security Deposit to, or in lieu of, rent. At any time during the term of this Agreement and upon termination of the tenancy by either party for any reason, the LANDLORD may claim, from the Security Deposit, such amounts due LANDLORD under this Agreement. Any termination prior to the initial term set forth in paragraph 3, or failure of TENANT to provide proper notice of termination, is a default in the payment of rent for the remainder of the lease term, which may be offset by the Security Deposit. Pursuant to NRS 118A.242, LANDLORD shall provide TENANT with a written, itemized accounting of the disposition of the Security Deposit within thirty (30) days of surrender of premises. TENANT agrees, upon termination of the tenancy, to provide LANDLORD with a forwarding address to prevent a delay in receiving the accounting and any refund. At the termination of this agreement, the TENANT identified in this paragraph will be refunded the remaining security deposit (if any). In the event of damage to the Premises caused by TENANT or TENANT's family, agents or visitors, LANDLORD may use funds from the deposit to repair, but is not limited to this fund and TENANT remains liable for any remaining costs. (In addition to the above, to be refundable, property must be professionally cleaned to include carpets and all hard surface flooring including tile and grout.) Upon request by Landlord, Tenant must furnish receipts for professional cleaning services.

9. CONDITION OF PREMISES: TENANT agrees that TENANT has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, good repair, safe, clean, and rentable condition.

Property 6681 Tara AveOwner's Name TAKO, LLCTenant Parnell ColvinTenant 503-490-6564Initials PC

Initials _____

Las Vegas

NV 89146

Owner's Name _____

Tenant _____

Tenant _____

Initials _____

Initials _____

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tenant lease

10. TRUST ACCOUNTS: BROKER shall retain all interest earned, if any, on security deposits to offset administration and bookkeeping fees.

11. EVICTION COSTS: TENANT shall be charged an administrative fee of \$ 375 per eviction attempt to offset the costs of eviction notices and proceedings. TENANT shall be charged for service of legal notices and all related fees according to actual costs incurred.

12. CARDS AND KEYS: Upon execution of the Agreement, TENANT shall receive the following:

1 Door key(s) 1 Garage Transmitter Fob(s) 1 Pool Key(s)

1 Mailbox key(s) 1 Gate Card Fob(s) 1 Other(s) Swim Room

1 Laundry Room key(s) 1 Gate Transmitter/Fob(s) 1 Other(s) Swim Room

TENANT shall make a key deposit (if any) in the amount set forth in paragraph 2 upon execution of this Agreement. The key deposit shall be refunded within 30 days of TENANT's return of all cards and/or keys to LANDLORD or LANDLORD'S BROKER DESIGNATED PROPERTY MANAGER.

13. CONVEYANCES AND USES: TENANT shall not assign, sublet or transfer TENANT'S interest, nor any part thereof, without prior written consent of LANDLORD. The Premises shall be used and occupied by TENANT exclusively as a private single-family residence. Neither the Premises nor any part of the Premises or yard shall be used at any time during the term of this Lease for any purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence. TENANT shall comply with all the health and sanitary laws, ordinances, rules and orders of appropriate governmental authorities and homeowners associations, if any, with respect to the Premises. TENANT understands and acknowledges that they are not permitted to access the attic crawl space, roof or under the home or any other area of the property that is not considered living space. TENANT shall not commit waste, cause excessive noise, create a nuisance or disturb others.

14. OCCUPANTS: Occupants of the Premises shall be limited to 6 persons and shall be used solely for housing accommodations and for no other purpose. TENANT represents that the following person(s) will live in the Premises:

Parnell Colvin, Monique, Malaysia, Elilah, Parnell JR, Annastashia

15. GUESTS: The TENANT agrees to pay the sum of \$ 10.00 per day for each guest remaining on the Premises more than 10 days. Notwithstanding the foregoing, in no event shall any guest remain on the Premises for more than 30 days.

16. UTILITIES: TENANT shall immediately connect all utilities and services of premises upon commencement of lease. TENANT is to pay when due all utilities and other charges in connection with TENANT's individual rented premises. Responsibility is described as (T) for TENANT and (O) for Owner:

Electricity <u>T</u>	Trash <u>T</u>	Trash Can Rental: <u>T</u>	Phone <u>T</u>
Gas <u>T</u>	Sewer <u>T</u>	Cable <u>T</u>	Other <u> </u>
Water <u>T</u>	Septic <u>T</u>	Association Fees <u>N/A</u>	Other <u> </u>

TENANT'S SIGNATURE _____

Property <u>6681 Tara Ave</u>	Owner's Name <u>TAKO LLC</u>	City <u>Las Vegas</u>	State <u>NV</u>	Zip <u>89146</u>
Tenant <u>Parnell Colvin</u>	Initials <u>PC</u>	Tenant <u> </u>	Initials <u> </u>	
Tenant <u>503-490-6564</u>	Initials <u> </u>	Tenant <u> </u>	Initials <u> </u>	

tenant lease

b. LANDLORD will maintain the connection of the following utilities in LANDLORD's name and bill TENANT for connection fees and use accordingly for the entire term of the lease: N/A

c. No additional phone or cable lines or outlets or satellite dishes shall be obtained for the Premises without the LANDLORD's written consent. In the event of LANDLORD's consent, TENANT shall be responsible for all costs associated with the additional lines, outlets or dishes. TENANT shall also remove any satellite dishes and restore the subject property to its original condition at the termination of this Agreement.

d. If an alarm system exists on the Premises, TENANT may obtain the services of an alarm services company and shall pay all costs associated therewith.

e. TENANT shall not default on any obligation to a utility provider for utility services at the Property. Owner does not pay for any utilities, excluding any such UTILITIES THAT ARE INCLUDED IN HOME OWNER'S ASSOCIATION DUES. TENANT must show all utilities giving service to said property have a zero balance upon move out.

f. Other: _____

17. **PEST NOTICE:** TENANT understands that various pest, rodent and insect species (collectively, "pests") exist in Southern Nevada. Pests may include, but are not limited to, scorpions (approximately 23 species, including bark scorpions), spiders (including black widow and brown recluse), bees, snakes, ants, termites, rats, mice and pigeons. The existence of pests may vary by season and location. Within thirty (30) days of occupancy, if the Premises has pests, LANDLORD, at TENANT's written request, will arrange for and pay for the initial pest control spraying. TENANT agrees to pay for the monthly pest control spraying fees. For more information on pests and pest control providers, TENANT should contact the State of Nevada Division of Agriculture.

18. **PETS:** No pet shall be on or about the Premises at any time without written permission of LANDLORD. In the event TENANT wishes to have a pet, TENANT will complete an Application for Pet Approval. Should written permission be granted for occupancy of the designated pet, an additional security deposit in the amount of \$ 300 will be required and paid by TENANT in advance subject to deposit terms and conditions aforementioned. In the event written permission shall be granted, TENANT shall be required to procure and provide to LANDLORD written evidence that TENANT has obtained such insurance as may be available against property damage to the Premises and liability to third party injury. Said policy shall name LANDLORD and LANDLORD'S AGENT as additional insureds. A copy of said policy shall be provided to LANDLORD or LANDLORD'S BROKER DESIGNATED PROPERTY MANAGER prior to any pets being allowed within the Premises. If TENANT obtains a pet without written permission of LANDLORD, such will be an event of default under paragraph 21. TENANT further agrees to pay an immediate fine of \$ 300. TENANT agrees to indemnify LANDLORD for any and all liability, loss and damages which LANDLORD may suffer as a result of any animal in the Premises, whether or not written permission was granted.

(This Space Intentionally Left Blank)

Property	<u>6681 Tara Ave</u>				
Owner's Name	<u>TAKO LLC</u>		<u>Las Vegas</u>	<u>NV</u>	<u>89146</u>
Tenant	<u>Parnell Colvin</u>	Initials <u>PC</u>	Owner's Name		
Tenant	<u>503-490-6564</u>	Initials _____	Tenant		Initials _____
			Tenant		Initials _____

tenant lease

19. **RESTRICTIONS:** TENANT shall not keep or permit to be kept in, on, or about the Premises: waterbeds, boats, campers, trailers, mobile homes, recreational or commercial vehicles or any non-operative vehicles except as follows:
N/A

TENANT shall not conduct nor permit any work on vehicles on the premises without the express written consent of the Owner.

20. **ALTERATIONS:** TENANT shall make no alterations to the Premises without LANDLORD's written consent. Unless otherwise agreed in writing between TENANT and LANDLORD, all alterations or improvements to the Premises become the property of LANDLORD, shall remain upon the Premises, and shall constitute a fixture permanently affixed to the Premises. Unless otherwise agreed in writing between TENANT and LANDLORD, TENANT shall be responsible for restoring the Premises to its original condition and removing any alterations or improvements if requested by LANDLORD or LANDLORD's BROKER DESIGNATED PROPERTY MANAGER.

21. **DEFAULT:** Failure by TENANT to pay rent, perform any obligation under this Agreement, or comply with any Association Governing Documents (if any), or TENANT's engagement in activity prohibited by this Agreement, or TENANT's failure to comply with any and all applicable laws, shall be considered a default hereunder. Upon default, LANDLORD may, at its option, terminate this tenancy upon giving proper notice. Upon default, LANDLORD shall issue a proper itemized statement to TENANT noting the amount owed by TENANT, including any and all fees related to eviction and reletting of the subject property. LANDLORD may pursue any and all legal and equitable remedies available.

a. **FORFEITURE OF SECURITY DEPOSIT - DEFAULT.** It is understood and agreed that TENANT shall not attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If TENANT fails to comply, such security deposit shall be forfeited and LANDLORD may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purpose of this paragraph, it shall be conclusively presumed that a TENANT leaving the premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that TENANT shall perform the obligations of the Lease and shall be forfeited by the TENANT should TENANT breach any of the terms and conditions of this Lease. In the event of default, by TENANT, of any obligation in this Lease which is not cured by TENANT within five (5) days' notice from LANDLORD, then in addition to forfeiture of the Security Deposit, LANDLORD may pursue any other remedy available by law, equity or otherwise.

b. **TENANT PERSONAL INFORMATION UPON DEFAULT.** TENANT understands and acknowledges that if TENANT defaults on lease, LANDLORD or Owner may engage the services of an Attorney or a Collection Agency. TENANT understands and acknowledges that LANDLORD Owner may give an Attorney or a Collection Agency, TENANT's personal information, including but not limited to, TENANT's social security number or any other information to aid in collection efforts and holds LANDLORD, Broker, and Owner harmless from any liability in relation to the release of any personal information to these entities.

22. **ENFORCEMENT:** Any failure by LANDLORD to enforce the terms of this Agreement shall not constitute a waiver of said terms by LANDLORD. Acceptance of rent due by LANDLORD after any default shall not be construed to waive any right of LANDLORD or affect any notice of termination or eviction.

Property	6681 Tara Ave					
Owner's Name	TAKO LLC			Las Vegas	NV	89146
Tenant	Parnell Colvin	Initials		Owner's Name		
Tenant	503-490-6564	Initials		Tenant		
					Initials	

tenant lease

a. ABANDONMENT. LANDLORD is entitled to presume per NRS 118A.450 that TENANT has abandoned the Premises if the TENANT is absent from the premises for a period of time equal to one-half the time for periodic rental payments, unless the rent is current or the TENANT has in writing notified the landlord of an intended absence.

b. If at any time during the term of this Lease, TENANT abandons the Premises, LANDLORD shall have the following rights: LANDLORD may, at LANDLORD's option, enter the Premises by any means without liability to TENANT for damages and may relet the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting. At LANDLORD's option, LANDLORD may hold TENANT liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by LANDLORD by means of such reletting. LANDLORD also may dispose of any of TENANT's abandoned personal property, pursuant to Nevada law as LANDLORD deems appropriate, without liability to TENANT.

23. NOTICE OF INTENT TO VACATE: TENANT shall provide notice of TENANT's intention to vacate the Premises. Such notice shall be in writing and shall be provided to LANDLORD prior to the first day of the last month of the lease term set forth in Section 3 of this Agreement. In no event shall notice be less than 30 days prior to the expiration of the term of this Agreement. In the event TENANT fails to provide such notice, TENANT shall be deemed to be holding-over on a month-to-month basis until 30 days after such notice. During a holdover not authorized by LANDLORD, rent shall increase by 10 %.

24. TERMINATION: Upon termination of the tenancy, TENANT shall surrender and vacate the Premises and shall remove any and all of TENANT's property. TENANT shall return keys, personal property and Premises to the LANDLORD in good, clean and sanitary condition, normal wear excepted.

25. EMERGENCIES: The name, address and phone number of the party who will handle maintenance or essential services emergencies on behalf of the LANDLORD is as follows: Carol 702-488-5563, Vivian 702-302-1530

26. MAINTENANCE: TENANT shall keep the Premises in a clean and good condition. TENANT shall immediately report to the LANDLORD any defect or problem on the Premises. TENANT agrees to notify LANDLORD of any water leakage and/or damage within 24 hours of the occurrence. TENANT understands that TENANT may be held responsible for any water and/or mold damage, including the costs of remediation of such damage. TENANT shall be responsible for any MINOR repairs necessary to the Premises up to and including the cost of \$ 100. TENANT agrees to pay for all repairs, replacements and maintenance required by TENANT's misconduct or negligence or that of TENANT's family, pets, licensees and guests, including but not limited to any damage done by wind or rain caused by leaving windows open and/or by overflow of water, or stoppage of waste pipes, or any other damage to appliances, carpeting or the Premises in general. At LANDLORD's option, such charges shall be paid immediately or be regarded as additional rent to be paid no later than the next monthly payment date following such repairs. TENANT acknowledges any minor repairs made to the Property must be done by an active, licensed and insured contractor.

a. TENANT shall change filters in the heating and air conditioning systems at least once every month, at TENANT's own expense. LANDLORD shall maintain the heating and air conditioning systems and provide for major repairs. However, any repairs to the heating or cooling system caused by dirty filters due to TENANT neglect will be the responsibility of TENANT.

Property	<u>6681 Tara Ave</u>				
Owner's Name	<u>TAKO LLC</u>		<u>Las Vegas</u>	<u>NV</u>	<u>89146</u>
Tenant	<u>Parnell Colvin</u>	Initials <u>/</u>	Owner's Name		
Tenant	<u>503-490-6564</u>	Initials <u>/</u>	Tenant		Initials <u>/</u>
			Tenant		Initials <u>/</u>

tenant lease

b. TENANT shall replace all broken glass, regardless of cause of damage, at TENANT's expense

c. LANDLORD shall be responsible for all systems including heating, cooling, electrical, plumbing and sewer lines. LANDLORD shall be responsible for all major heating, cooling electrical, plumbing and sewer problems that are not caused by TENANT.

d. There is -OR- X is not a landscape contractor whose name and phone number are as follows:

In the case of landscaping being maintained by a contractor, TENANT agrees to cooperate with the landscape contractor in a satisfactory manner. LANDLORD-provided landscaping is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain landscaping and or shrubs, trees and sprinkler system in good condition.

In the event the landscaping is not being maintained by a contractor, TENANT shall maintain lawns, shrubs and trees. TENANT shall water all lawns, shrubs and trees, mow the lawns on a regular basis, trim the trees and fertilize lawns, shrubs and trees. If TENANT fails to maintain the landscaping in a satisfactory manner, LANDLORD may have the landscaping maintained by a landscaping contractor and charge TENANT with the actual cost. Said costs shall immediately become additional rent.

e. There is -OR- X is not a pool contractor whose name and phone number are as follows:

In the case of pool maintenance being maintained by a contractor, TENANT agrees to cooperate with the pool maintenance contractor in a satisfactory manner. LANDLORD-provided pool maintenance is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain the pool in good condition.

In the event the pool is not being maintained by a Contractor, TENANT agrees to maintain the pool, if any. TENANT agrees to maintain the water level, sweep, clean and keep in good condition. If TENANT fails to maintain the pool in a satisfactory manner, LANDLORD may have the pool maintained by a licensed pool service and charge TENANT with the actual cost. Said costs shall become additional rent.

f. Smoking will or X will not be permitted in or about the Premises. TENANT will be charged any costs incurred for the abatement of any damages by unauthorized smoking in the Premises.

27. ACCESS: TENANT agrees to grant LANDLORD the right to enter the Premises at all reasonable times and for all reasonable purposes including showing to prospective lessees, buyers, appraisers, insurance agents, periodic maintenance reviews and business therein as requested by LANDLORD. If TENANT fails to keep scheduled appointments with vendors to make necessary required repairs, TENANT shall pay for any additional charges incurred which will then become part of the next month's rent and be considered additional rent. TENANT shall not deny LANDLORD his/her rights of reasonable entry to the Premises. LANDLORD shall have the right to enter in case of emergency and other situations as specifically allowed by law. LANDLORD agrees to give TENANT twenty-four (24) hours notification for entry, except in case of emergency.

Property <u>6681 Tara Ave</u>					
Owner's Name <u>TAKO LLC</u>			Owner's Name <u>Las Vegas</u>	NV	89146
Tenant <u>Parnell Colvin</u>	Initials <u> </u>		Tenant <u> </u>	Initials <u> </u>	
Tenant <u>503-490-6564</u>	Initials <u> </u>		Tenant <u> </u>	Initials <u> </u>	

tenant lease

a. **DISPLAY OF SIGNS.** During the last thirty (30) days of this Lease, LANDLORD or LANDLORD's agent may display For Sale or For Rent or similar signs on or about the Premises and enter to show the Premises to prospective purchasers or tenants. TENANT also authorizes Broker to use an electronic keybox to show the Premises during the last 30 days of lease. TENANT further agrees to execute any and all documentation necessary to facilitate the use of a lockbox.

28. **ASSOCIATIONS:** Should the Premises described herein be a part of a common interest community, homeowners association planned unit development, condominium development ("the Association") or such, TENANT hereby agrees to abide by the Governing Documents (INCLUDING Declarations, Bylaws, Articles, Rules and Regulations) of such community and further agrees to be responsible for any fines or penalties levied as a result of failure to do so by TENANT, TENANT's family, licensees or guests. Noncompliance with the Governing Documents shall constitute a violation of this Agreement. Unless billed directly to TENANT by the Association, such fines shall be considered as additional rent and shall be due along with the next monthly payment of rent. By initialing this paragraph, TENANT acknowledges receipt of a copy of the applicable Governing Documents. LANDLORD, at LANDLORD's expense, shall provide TENANT with any additions to such Governing Documents as they become available. LANDLORD may, at its option, with 30 days' notice to TENANT, adopt additional reasonable rules and regulations governing use of the Premises and of the common areas (if any). [] [] []

29. **INVENTORY:** It is agreed that the following inventory is now on said premises. (Check if present; cross out if absent.)

<input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Intercom System	<input type="checkbox"/> Spa Equipment
<input checked="" type="checkbox"/> Stove	<input type="checkbox"/> Alarm System	<input type="checkbox"/> Auto Sprinklers
<input checked="" type="checkbox"/> Microwave	<input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Auto Garage Openers
<input checked="" type="checkbox"/> Disposal	<input checked="" type="checkbox"/> Ceiling Fans	<input type="checkbox"/> BBQ
<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Water Conditioner Equip.	<input type="checkbox"/> Solar Screens
<input checked="" type="checkbox"/> Washer	<input checked="" type="checkbox"/> Dryer	<input checked="" type="checkbox"/> Pool Equipment
<input checked="" type="checkbox"/> Garage Opener	<input type="checkbox"/> Gate Remotes	<input type="checkbox"/> Carpet
<input type="checkbox"/> Trash Can(s) (circle one) owner provided <input type="checkbox"/> trash service provided		
<input checked="" type="checkbox"/> Floor Coverings (specify type) <u>hard wood, tile, carpet</u>		
<input checked="" type="checkbox"/> Window Coverings (specify type) <u>blind</u>		

TENANT acknowledges that any appliances that are on the premises are for TENANTs use and convenience; however, in the event of a breakdown of said appliance(s) TENANT acknowledges that property manager, LANDLORD and/or the owners are not responsible for any damages caused to TENANTs personal property, to include spoilage of food, beverage or clothing etc., as a result of said appliance break down.

(This Space Intentionally Left Blank)

Property	<u>6681 Tara Ave</u>				
Owner's Name	<u>TAKO LLC</u>		<u>Las Vegas</u>	<u>NV</u>	<u>89146</u>
Tenant	<u>Parnell Colvin</u>	Initials <u>PC</u>	Tenant		Initials
Tenant	<u>503-490-6564</u>	Initials	Tenant		Initials

tenant lease

30. INSURANCE: TENANT X is -OR- _____ is not required to purchase renter's insurance. LANDLORD BROKERAGE and DESIGNATED PROPERTY MANAGER shall be named as additional insureds on any such policy. LANDLORD shall not be liable for any damage or injury to TENANT, or any other person, to any property occurring on the Premises or any part thereof, or in common areas thereof. TENANT agrees to indemnify, defend and hold LANDLORD harmless from any claims for damages. TENANT understands that LANDLORD's insurance does not cover TENANT's personal property. If the Premises, or any part of the Premises, shall be partially damaged by fire or other casualty not due to TENANT's negligence or willful act, or that of TENANT's family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Premises is uninhabitable. If LANDLORD shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

TENANT hereby acknowledges that the OWNER of the subject property does X or does not _____ have homeowner's insurance. TENANT agrees to cooperate with homeowner and homeowner's insurance company in all relevant matters. TENANT further agrees, upon written notice, to cease any and all actions that may adversely impact OWNER's insurance coverage under said policy.

31. ILLEGAL ACTIVITIES PROHIBITED: TENANT is aware of the following: It is a misdemeanor to commit or maintain a public nuisance as defined in NRS 202.450 or to allow any building or boat to be used for a public nuisance. Any person, who willfully refuses to remove such a nuisance when there is a legal duty to do so, is guilty of a misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of building, health or safety codes or regulations may be reported to the government entity in our local area such as the code enforcement division of the county city government or the local health or building departments. In addition continuing violations of HOA rules and regulations will be considered a public nuisance and TENANT hereby agrees that such continuing HOA violations shall be grounds for eviction.

32. ADDITIONAL RESPONSIBILITIES:

a. TENANT may install or replace screens at TENANT's own expense. Solar screen installation requires written permission from LANDLORD. LANDLORD is not responsible for maintaining screens.

b. With the exception of electric cooking devices, outdoor cooking with portable barbecuing equipment is prohibited within ten (10) feet of any overhang, balcony or opening, unless the Premises is a detached single family home. The storage and or use of any barbecuing equipment is prohibited indoors, above the first floor and within five (5) feet of any exterior building wall. Adult supervision is required at all times the barbecue equipment is generating heat.

c. The Premises _____ will -OR- X will not be freshly painted before occupancy. If not freshly painted, the Premises _____ will -OR- X will not be touched up before occupancy. TENANT will be responsible for the costs for any holes or excessive dirt or smudges that will require repainting.

d. TENANT agrees to coordinate transfer of utilities to LANDLORD or BROKER/DESIGNATED PROPERTY MANAGER no less than 2 business days of vacating the Premises.

e. Locks may be replaced or re-keyed at the TENANT'S expense provided TENANT informs LANDLORD and provides LANDLORD with a workable key for each new or changed lock. TENANT further agrees to be responsible for any and all such rekey expenses should TENANT fail to notify LANDLORD in advance of any such replacement.

Property 6681 Tara Ave

Owner's Name

TAKO LLC

Tenant Parneil Colvin

Initials Z
Initials

Tenant 503-490-6564

Las Vegas

NV 89146

Owner's Name

Tenant

Tenant

Initials

Initials

tenant lease

f. TENANT may conduct a risk assessment or inspection of the Premise for the presence of lead-based paint and/or lead-based paint hazards at the TENANT's expense for a period of ten days after execution of this agreement. Such assessment or inspection shall be conducted by a certified lead based paint professional. If TENANT for any reason fails to conduct such an assessment or inspection, then TENANT shall be deemed to have elected to lease the Premises "as is" and to have waived this contingency. If TENANT conducts such an assessment or inspection and determines that lead-based paint deficiencies and/or hazards exist, TENANT will notify LANDLORD in writing and provide a copy of the assessment/inspection report. LANDLORD will then have ten days to elect to correct such deficiencies and/or hazards or to terminate this agreement. In the event of termination under this paragraph, the security deposit will be refunded to TENANT. (If the property was constructed prior to 1978, refer to the attached Lead-Based Paint Disclosure.)

g. TENANT may display the flag of the United States, made of cloth, fabric or paper, from a pole, staff or in a window, and in accordance with 4 USC Chapter 1. LANDLORD may, at its option, with 30 days' notice to TENANT, adopt additional reasonable rules and regulations governing the display of the flag of the United States.

h. TENANT may display political signs subject to any applicable provisions of law governing the posting of political signs, and, if the Premises are located within a CIC, the provisions of NRS 116 and any governing documents related to the posting of political signs. All political signs exhibited must not be larger than 24 inches by 36 inches. LANDLORD may not exhibit any political sign on the Premises unless the TENANT consents, in writing, to the exhibition of the political sign. TENANT may exhibit as many political signs as desired, but may not exhibit more than one political sign for each candidate, political party or ballot question.

i. DANGEROUS MATERIALS. TENANT shall not keep or have on or around the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on or around the Premises or that might be considered hazardous.

33. **CHANGES MUST BE IN WRITING:** No changes, modifications or amendment of this Agreement shall be valid or binding unless such changes, modifications or amendment are in writing and signed by each party. Such changes shall take effect after thirty days' notice to TENANT. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

34. **CONFLICTS BETWEEN LEASE AND ADDENDUM:** In case of conflict between the provisions of an addendum and any other provisions of this Agreement, the provisions of the addendum shall govern.

35. **ATTORNEY'S FEES:** In the event of any court action, the prevailing party shall be entitled to be awarded against the losing party all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs.

36. **NEVADA LAW GOVERNS:** This Agreement is executed and intended to be performed in the State of Nevada in the county where the Premises are located and the laws of the State of Nevada shall govern its interpretation and effect.

37. **WAIVER:** Nothing contained in this Agreement shall be construed as waiving any of the LANDLORD's or TENANT's rights under the laws of the State of Nevada.

Property	6681 Tara Ave			Owner's Name	Las Vegas	NV	89146
Owner's Name	TAKO LLC			Tenant			
Tenant	Parnell Colvin	Initials		Tenant		Initials	
Tenant	503-490-6564	Initials		Tenant		Initials	

tenant lease

38. **PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held invalid or unenforceable, such ruling shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

39. **VIOLATIONS OF PROVISIONS:** A single violation by TENANT of any of the provisions of this Agreement shall be deemed a material breach and shall be cause for termination of this Agreement. Unless otherwise provided by the law, proof of any violation of this Agreement shall not require criminal conviction but shall be by a preponderance of the evidence.

40. **SIGNATURES:** The Agreement is accepted and agreed to jointly and severally. The undersigned have read this Agreement and understand and agree to all provisions thereof and further acknowledge that they have received a copy of this Agreement. This Agreement may be executed in any number of counterparts, electronically pursuant to NRS Chapter 719, and by facsimile copies with the same effect as if all parties to this agreement had signed the same document and all counterparts and copies will be construed together and will constitute one and the same instrument.

41. **LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NAC 645.640, _____ is a licensed real estate agent in the State(s) of _____, and has the following interest, direct or indirect, in this transaction: Principal (LANDLORD or TENANT) -OR- family relationship or business interest: _____

42. **CONFIRMATION OF REPRESENTATION:** The Agents in this transaction are:

TENANT's Brokerage: _____ Broker's Name: _____
 DESIGNATED PROPERTY MANAGER _____
 Agent's Name: Xing R Mao Agent's License # _____
 Address: 6292 Spring Mountain Rd # 105 Las Vegas NV 89146
 Phone: 702-248-1818 Fax: 702-253-7184 Email: vivianutg@hotmail.com

LANDLORD's Brokerage: _____ Broker's Name: _____
 DESIGNATED PROPERTY MANAGER _____
 Agent's Name: _____ Agent's License # _____
 Address: _____
 Phone: _____ Fax: _____ Email: _____

43. **NOTICES:** Unless otherwise required by law, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing and mailed by certificate of mailing to the following addresses:

BROKERAGE _____ BROKER _____
 DESIGNATED PROPERTY MANAGER _____
 Address: _____
 Phone: _____ Fax: _____ Email: _____

TENANT: Parnell Colvin 503-490-6564
 Address: _____
 Phone: _____ Fax: _____ Email: _____

Property <u>6681 Tara Ave</u>			
Owner's Name <u>TAKO LLC</u>		Owner's Name <u>Las Vegas</u>	NV <u>89146</u>
Tenant <u>Parnell Colvin</u>	Initials <u>[Signature]</u>	Tenant _____	Initials _____
Tenant <u>503-490-6564</u>	Initials _____	Tenant _____	Initials _____

Tenant Lease

44. **MILITARY PROVISION:** IN THE EVENT the TENANT is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the TENANT receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the TENANT may terminate this lease upon giving thirty (30) days written notice to the LANDLORD. The TENANT shall also provide to the LANDLORD a copy of the official orders or a letter signed by the TENANT's commanding officer, reflecting the change, which warrants termination under this clause. The TENANT will pay prorated rent for any days (she) occupy the premises past the first day of the month. The security deposit will be promptly returned to the TENANT, provided there are no damages to the premises, as described by law.

45. **ADDENDA ATTACHED:** Incorporated into this Agreement are the following addenda, exhibits and other information:

- A. Lease Addendum for Drug Free Housing
- B. Lease Addendum for Illegal Activity
- C. Smoke Detector Agreement
- D. HOA Rules and Regulations
- E. Other: _____
- F. Other: _____
- G. Other: _____
- H. Other: _____

46. **ADDITIONAL TERMS AND CONDITIONS:**

The Owner holding all the tenant security deposit.
 The owner has agreed to release said security deposit to the tenant within a 30 day(end of the lease date) Said property has been maintained according to the property condition report or written, itemized account of the disposition of security deposit to the tenant.
 Tenant hereby acknowledges property management is with Vivian.
 Final inspection of side property. Please contact Carol Pang:702-488-5563
 Vivian:702-302-1530
 Landlord will not allow anybody smoke inside of the premises.
 The landlord has the right to enter the property prior 24 hours notice to the tenant.
 Tenant needs to take care the front yard and backyard.
 Tenant needs to replace AC filter every month.
 Tenant agrees to take care the pool, front yard and backyard by tenant self.
 It is tenant's responsibility to follow all the HOA rules and take care the violation letter and fines.
 Tenant must keep the house clean and in good condition.

Property 6681 Tara Ave Las Vegas NV 89146
 Owner's Name TAKO LLC
 Tenant Parnell Colvin Initials PC Owner's Name _____
 Tenant 503-490-6564 Initials _____ Tenant _____ Initials _____

tenant lease

Landlord agrees to rent the Premises on the above terms and conditions.

Xing R Mao
 LANDLORD OWNER
 OR Authorized Signatory
TAKO LLC
 PRINT NAME

03/15/2018
 DATE

 LANDLORD OWNER
 OR Authorized Signatory

 PRINT NAME

Tenant agrees to rent the Premises on the above terms and conditions.

Parnell Colvin
 TENANT'S SIGNATURE
 PRINT NAME

03/15/2018
 DATE

 TENANT'S SIGNATURE
 PRINT NAME 503-490-6564

 TENANT'S SIGNATURE
 PRINT NAME

 DATE

 TENANT'S SIGNATURE
 PRINT NAME

Real Estate Brokers and Designated Property Managers:

- A. Real estate brokers, licensees, agents, and Designated Property Managers who are not also disclosed as a party to the transaction under paragraph 41 are not parties to this Agreement between Landlord and Tenant.
- B. Agency relationships are confirmed in paragraph 42.

Property 6681 Tara Ave

Owner's Name

TAKO LLC

Tenant

Parnell Colvin

Initials PC

Tenant

503-490-6564

Initials

Las Vegas

NV

89146

Owner's Name

Tenant

Tenant

Initials

Initials



LAND/ORD COPY



RESIDENTIAL LEASE AGREEMENT

6681 Tara Ave

for

Las Vegas NV 89146

(Property Address)

1. This AGREEMENT is entered into this 15th day of March, 2018 between
 OWNER'S Name: TAKO LLC OWNER'S Name:
 collectively hereinafter, "OWNER" and/or "LANDLORD") legal owner(s) of the property and
 TENANT'S Name: Parnell Colvin TENANT'S Name: wife: 503-3815158
 TENANT'S Name: 503-490-6564 TENANT'S Name: Monique
 collectively, "TENANT"), which parties hereby agree to as follows:

2. PREMISES: LANDLORD hereby leases to TENANT and TENANT hereby leases from LANDLORD, subject to the terms and conditions of the lease, the Premises known and designated as 6681 Tara Ave
Las Vegas NV 89146 (the Premises). Premises Mail Box #
 Parking Space # _____ Storage Unit # _____ Other _____

3. TERM: The term hereof shall commence on 04/01/18 and continue until 03/31/20 with a total rent of \$ 63,360.00, then on a month-to-month basis thereafter, until either party shall terminate the same by giving the other party thirty (30) days written notice delivered by US mail or electronic mail. (All calculation based on 30 day month), as governed by paragraph 23 herein

4. RENT: TENANT agrees to pay, without demand, to LANDLORD as rent for the Premises the total sum of 2,640.00 per month on the first day of each calendar month, at 6292 Spring Mountain Rd Las Vegas 89146 LANDLORD may designate in writing or at such other place as

5. SUMMARY: The initial rents, charges and deposits are as follows

	Total	Received	Balance Due
Rent From <u>03/16/18</u> To <u>03/31/18</u>	\$ <u>1387</u>	\$ <u>1387</u>	\$
Security Deposit	\$ <u>2600</u>	\$ <u>2600</u>	\$
Key Deposit	\$ <u>50</u>	\$ <u>50</u>	\$
Admin Credit App Fee (non-refundable)	\$	\$	\$
Pet Deposit	\$	\$	\$
Cleaning Deposit	\$	\$	\$
Cleaning Fee (non-refundable)	\$ <u>300</u>	\$ <u>300</u>	\$
Additional Security	\$	\$	\$
Utility Proration	\$	\$	\$
Sewer Trash Proration	\$	\$	\$
Pre-Paid Rent	\$ <u>40</u>	\$ <u>40</u>	\$
Pro-Rated Rent for	\$	\$	\$
Other	\$	\$	\$
Other	\$	\$	\$
Other	\$	\$	\$
TOTAL	\$ <u>4377.00</u>	\$ <u>4377.00</u>	\$

6. ADDITIONAL MONIES DUE:

Tenant need to pay rent on April 1, 2018 for \$2640 (2600+40), Tenant agrees to take care the pool, front yard and backyard by tenant self.

Property 6681 Tara AveOwner's Name TAKO LLCTenant Parnell ColvinTenant 503-490-6564Initials PC

Owner's Name

Tenant

Tenant

Las Vegas

NV 89146

Initials

Residential Lease Agreement Rev. 10/16

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LANDLORD

7. ADDITIONAL FEES:

A. **LATE FEES:** In the event TENANT fails to pay rent when due, TENANT shall pay a late fee of \$ 75 plus \$ 20 per day for each day after 3 days that the sum was due. Such amounts shall be considered to be rent.

B. **DISHONORED CHECKS:** A charge of \$ 75 shall be imposed for each dishonored check made by TENANT to LANDLORD. TENANT agrees to pay all rents, all late fees, all notice fees and all costs to honor a returned check with certified funds. After TENANT has tendered a check which is dishonored, TENANT hereby agrees to pay all remaining payments including rent due under this Agreement by certified funds. Any payments tendered to LANDLORD thereafter, which are not in the form of certified funds, shall be treated as if TENANT failed to make said payment until certified funds are received. LANDLORD presumes that TENANT is aware of the criminal sanctions and penalties for issuance of a check which TENANT knows is drawn upon insufficient funds and which is tendered for the purpose of committing a fraud upon a creditor.

C. **ADDITIONAL RENT:** All late fees and dishonored check charges shall be due when incurred and shall become additional rent. **Payments will be applied to charges which become rent in the order accumulated.** All unpaid charges or any fees owed by TENANT, including but not limited to notice fees, attorney's fees, repair bills, utility bills, landscape pool repair and maintenance bills and CIO fines will become additional rent at the beginning of the month after TENANT is billed. TENANT'S failure to pay the full amount for a period may result in the initiation of eviction proceedings. LANDLORD'S acceptance of any late fee or dishonored check fee shall not act as a waiver of any default of TENANT, or as an extension of the date on which rent is due. LANDLORD reserves the right to exercise any other rights and remedies under this Agreement or as provided by law.

8. SECURITY DEPOSITS: Upon execution of this Agreement,

TENANT's Name: Parnell Colvin

TENANT's Name: 503-490-6564

TENANT's Name: _____ TENANT's Name: _____
shall deposit with LANDLORD as a Security Deposit the sum stated in paragraph 5. TENANT shall not apply the Security Deposit to, or in lieu of, rent. At any time during the term of this Agreement and upon termination of the tenancy by either party for any reason, the LANDLORD may claim, from the Security Deposit, such amounts due LANDLORD under this Agreement. Any termination prior to the initial term set forth in paragraph 3, or failure of TENANT to provide proper notice of termination, is a default in the payment of rent for the remainder of the lease term, which may be offset by the Security Deposit. Pursuant to NRS 118A.242, LANDLORD shall provide TENANT with a written, itemized accounting of the disposition of the Security Deposit within thirty (30) days of surrender of premises. TENANT agrees, upon termination of the tenancy, to provide LANDLORD with a forwarding address to prevent a delay in receiving the accounting and any refund. At the termination of this agreement, the TENANT identified in this paragraph will be refunded the remaining security deposit (if any). In the event of damage to the Premises caused by TENANT or TENANT's family, agents or visitors, LANDLORD may use funds from the deposit to repair, but is not limited to this fund and TENANT remains liable for any remaining costs. (In addition to the above, to be refundable, property must be professionally cleaned to include carpets and all hard surface flooring including tile and grout). Upon request by Landlord, Tenant must furnish receipts for professional cleaning services.

9. CONDITION OF PREMISES: TENANT agrees that TENANT has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, good repair, safe, clean, and rentable condition.

Property 6681 Tara Ave

Owner's Name

TAKO LLC

Tenant

Parnell Colvin

Tenant

503-490-6564

Las Vegas

NV 89146

Initials PC
Initials _____

Owner's Name

Tenant

Tenant

Initials

Initials

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LANDLORD

10. TRUST ACCOUNTS: BROKER shall retain all interest earned, if any, on security deposits to offset administration and bookkeeping fees.

11. EVICTION COSTS: TENANT shall be charged an administrative fee of \$ 375 per eviction attempt to offset the costs of eviction notices and proceedings. TENANT shall be charged for service of legal notices and all related fees according to actual costs incurred.

12. CARDS AND KEYS: Upon execution of the Agreement, TENANT shall receive the following.

1 Door key(s)	1 Garage Transmitter Fob(s)	Pool Key(s)
1 Mailbox key(s)	Gate Card Fob(s)	Other(s)
Laundry Room key(s)	Gate Transmitter Fob(s)	Other(s)

TENANT shall make a key deposit (if any) in the amount set forth in paragraph 2 upon execution of this Agreement. The key deposit shall be refunded within 30 days of TENANT's return of all cards and/or keys to LANDLORD or LANDLORD'S BROKER/DESIGNATED PROPERTY MANAGER.

13. CONVEYANCES AND USES: TENANT shall not assign, sublet or transfer TENANT'S interest, nor any part thereof, without prior written consent of LANDLORD. The Premises shall be used and occupied by TENANT exclusively as a private single-family residence. Neither the Premises nor any part of the Premises or yard shall be used at any time during the term of this Lease for any purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence. TENANT shall comply with all the health and sanitary laws, ordinances, rules and orders of appropriate governmental authorities and homeowners associations, if any, with respect to the Premises. TENANT understands and acknowledges that they are not permitted to access the attic crawl space, roof or under the home or any other area of the property that is not considered living space. TENANT shall not commit waste, cause excessive noise, create a nuisance or disturb others.

14. OCCUPANTS: Occupants of the Premises shall be limited to 6 persons and shall be used solely for housing accommodations and for no other purpose. TENANT represents that the following person(s) will live in the Premises:

Parnell Colvin, Monique, Malaysia, Elilah, Parnell JR, Annastashia

15. GUESTS: The TENANT agrees to pay the sum of \$ 10.00 per day for each guest remaining on the Premises more than 10 days. Notwithstanding the foregoing, in no event shall any guest remain on the Premises for more than 30 days.

16. UTILITIES: TENANT shall immediately connect all utilities and services of premises upon commencement of lease. TENANT is to pay when due all utilities and other charges in connection with TENANT's individual rented premises. Responsibility is described as (T) for TENANT and (O) for Owner.

Electricity T	Trash T	Trash Can Rental T	Phone T
Gas T	Sewer T	Cable T	Other T
Water T	Septic T	Association Fees N/A	Other T

17. TENANT is responsible to connect the following utilities in TENANT'S name:

ALL

Property 6681 Tara Ave

Owner's Name

TAKO LLC

Tenant

Parnell Colvin
503-490-6564

Imagel
Imagel

Owner's Name

Las Vegas

NV 89146

Tenant

Tenant

Imagel
Imagel

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LANDLORD

b. LANDLORD will maintain the connection of the following utilities in LANDLORD's name and bill TENANT for connection fees and use accordingly for the entire term of the lease: N/A

c. No additional phone or cable lines or outlets or satellite dishes shall be obtained for the Premises without the LANDLORD's written consent. In the event of LANDLORD's consent, TENANT shall be responsible for all costs associated with the additional lines, outlets or dishes. TENANT shall also remove any satellite dishes and restore the subject property to its original condition at the termination of this Agreement.

d. If an alarm system exists on the Premises, TENANT may obtain the services of an alarm services company and shall pay all costs associated therewith.

e. TENANT shall not default on any obligation to a utility provider for utility services at the Property. Owner does not pay for any utilities, excluding any such UTILITIES THAT ARE INCLUDED IN HOME OWNER'S ASSOCIATION DUES. TENANT must show all utilities giving service to said property have a zero balance upon move out.

f. Other: _____

17. **PEST NOTICE:** TENANT understands that various pest, rodent and insect species (collectively, "pests") exist in Southern Nevada. Pests may include, but are not limited to, scorpions (approximately 23 species, including bark scorpions), spiders (including black widow and brown recluse), bees, snakes, ants, termites, rats, mice and pigeons. The existence of pests may vary by season and location. Within thirty (30) days of occupancy, if the Premises has pests, LANDLORD, at TENANT's written request, will arrange for and pay for the initial pest control spraying. TENANT agrees to pay for the monthly pest control spraying fees. For more information on pests and pest control providers, TENANT should contact the State of Nevada Division of Agriculture.

18. **PETS:** No pet shall be on or about the Premises at any time without written permission of LANDLORD. In the event TENANT wishes to have a pet, TENANT will complete an Application for Pet Approval. Should written permission be granted for occupancy of the designated pet, an additional security deposit in the amount of \$ 300 will be required and paid by TENANT in advance subject to deposit terms and conditions aforementioned. In the event written permission shall be granted, TENANT shall be required to procure and provide to LANDLORD written evidence that TENANT has obtained such insurance as may be available against property damage to the Premises and liability to third party injury. Said policy shall name LANDLORD and LANDLORD'S AGENT as additional insureds. A copy of said policy shall be provided to LANDLORD or LANDLORD'S BROKER-DESIGNATED PROPERTY MANAGER prior to any pets being allowed within the Premises. If TENANT obtains a pet without written permission of LANDLORD, such will be an event of default under paragraph 21. TENANT further agrees to pay an immediate fine of \$ 300. TENANT agrees to indemnify LANDLORD for any and all liability, loss and damages which LANDLORD may suffer as a result of any animal in the Premises, whether or not written permission was granted.

(This Space Intentionally Left Blank)

Property 6681 Tara Ave

Owner's Name

TAKO LLC

Tenant

Parnell Colvin
503-490-6564

Initials *PC*

Owner's Name

Las Vegas

NV 89146

Tenant

Initials

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vivianutg@hotmail.com

LANDLORD

19. **RESTRICTIONS:** TENANT shall not keep or permit to be kept in, on, or about the Premises: waterbeds, boats, campers, trailers, mobile homes, recreational or commercial vehicles or any non-operative vehicles except as follows:
N/A

TENANT shall not conduct nor permit any work on vehicles on the premises without the express written consent of the Owner.

20. **ALTERATIONS:** TENANT shall make no alterations to the Premises without LANDLORD's written consent. Unless otherwise agreed in writing between TENANT and LANDLORD, all alterations or improvements to the Premises become the property of LANDLORD, shall remain upon the Premises, and shall constitute a fixture permanently affixed to the Premises. Unless otherwise agreed in writing between TENANT and LANDLORD, TENANT shall be responsible for restoring the Premises to its original condition and removing any alterations or improvements if requested by LANDLORD or LANDLORD's BROKER-DESIGNATED PROPERTY MANAGER.

21. **DEFAULT:** Failure by TENANT to pay rent, perform any obligation under this Agreement, or comply with any Association Governing Documents (if any), or TENANT's engagement in activity prohibited by this Agreement, or TENANT's failure to comply with any and all applicable laws, shall be considered a default hereunder. Upon default, LANDLORD may, at its option, terminate this tenancy upon giving proper notice. Upon default, LANDLORD shall issue a proper itemized statement to TENANT noting the amount owed by TENANT, including any and all fees related to eviction and reletting of the subject property. LANDLORD may pursue any and all legal and equitable remedies available.

a. **FORFEITURE OF SECURITY DEPOSIT - DEFAULT.** It is understood and agreed that TENANT shall not attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If TENANT fails to comply, such security deposit shall be forfeited and LANDLORD may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purpose of this paragraph, it shall be conclusively presumed that a TENANT leaving the premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that TENANT shall perform the obligations of the Lease and shall be forfeited by the TENANT should TENANT breach any of the terms and conditions of this Lease. In the event of default, by TENANT, of any obligation in this Lease which is not cured by TENANT within five (5) days' notice from LANDLORD, then in addition to forfeiture of the Security Deposit, LANDLORD may pursue any other remedy available by law, equity or otherwise.

b. **TENANT PERSONAL INFORMATION UPON DEFAULT.** TENANT understands and acknowledges that if TENANT defaults on lease, LANDLORD or Owner may engage the services of an Attorney or a Collection Agency. TENANT understands and acknowledges that LANDLORD Owner may give an Attorney or a Collection Agency, TENANT's personal information, including but not limited to, TENANT's social security number or any other information to aid in collection efforts and holds LANDLORD, Broker, and Owner harmless from any liability in relation to the release of any personal information to these entities.

22. **ENFORCEMENT:** Any failure by LANDLORD to enforce the terms of this Agreement shall not constitute a waiver of said terms by LANDLORD. Acceptance of rent due by LANDLORD after any default shall not be construed to waive any right of LANDLORD or affect any notice of termination or eviction.

Property: 6681 Tara Ave

Owner's Name

TAKO LLC

Tenant

Parnell, Colvin
503-490-6564

Initials

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Owner's Name

Tenant

Tenant

Las Vegas

NV 89146

Initials

Initials

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LANDLORD

a. ABANDONMENT LANDLORD is entitled to presume per NRS 118A.450 that TENANT has abandoned the Premises if the TENANT is absent from the premises for a period of time equal to one-half the time for periodic rental payments, unless the rent is current or the TENANT has in writing notified the landlord of an intended absence.

b. If at any time during the term of this Lease, TENANT abandons the Premises, LANDLORD shall have the following rights: LANDLORD may, at LANDLORD's option, enter the Premises by any means without liability to TENANT for damages and may relet the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting. At LANDLORD's option, LANDLORD may hold TENANT liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by LANDLORD by means of such reletting. LANDLORD also may dispose of any of TENANT's abandoned personal property, pursuant to Nevada law as LANDLORD deems appropriate, without liability to TENANT.

23. **NOTICE OF INTENT TO VACATE:** TENANT shall provide notice of TENANT's intention to vacate the Premises. Such notice shall be in writing and shall be provided to LANDLORD prior to the first day of the last month of the lease term set forth in Section 3 of this Agreement. In no event shall notice be less than 30 days prior to the expiration of the term of this Agreement. In the event TENANT fails to provide such notice, TENANT shall be deemed to be holding-over on a month-to-month basis until 30 days after such notice. During a holdover not authorized by LANDLORD, rent shall increase by 10 %.

24. **TERMINATION:** Upon termination of the tenancy, TENANT shall surrender and vacate the Premises and shall remove any and all of TENANT's property. TENANT shall return keys, personal property and Premises to the LANDLORD in good, clean and sanitary condition, normal wear excepted.

25. **EMERGENCIES:** The name, address and phone number of the party who will handle maintenance or essential services emergencies on behalf of the LANDLORD is as follows:
Carol 702-488-5563, Vivian 702-302-1530

26. **MAINTENANCE:** TENANT shall keep the Premises in a clean and good condition. TENANT shall immediately report to the LANDLORD any defect or problem on the Premises. TENANT agrees to notify LANDLORD of any water leakage and/or damage within 24 hours of the occurrence. TENANT understands that TENANT may be held responsible for any water and/or mold damage, including the costs of remediation of such damage. TENANT shall be responsible for any MINOR repairs necessary to the Premises up to and including the cost of \$ 100. TENANT agrees to pay for all repairs, replacements and maintenance required by TENANT's misconduct or negligence or that of TENANT's family, pets, licensees and guests, including but not limited to any damage done by wind or rain caused by leaving windows open and/or by overflow of water, or stoppage of waste pipes, or any other damage to appliances, carpeting or the Premises in general. At LANDLORD's option, such charges shall be paid immediately or be regarded as additional rent to be paid no later than the next monthly payment date following such repairs. TENANT acknowledges any minor repairs made to the Property must be done by an active, licensed and insured contractor.

a. TENANT shall change filters in the heating and air conditioning systems at least once every month, at TENANT's own expense. LANDLORD shall maintain the heating and air conditioning systems and provide for major repairs. However, any repairs to the heating or cooling system caused by dirty filters due to TENANT's neglect will be the responsibility of TENANT.

Property	6681 Tara Ave					
Owner's Name	TAKO LLC		Las Vegas	NV	89146	
Tenant	Pagnell Colvin	Initials	Owner's Name	Tenant	Initials	
Tenant	503-490-6564	Initials	Tenant	Initials		

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LANDLORD

b. TENANT shall replace all broken glass, regardless of cause of damage, at TENANT's expense.

c. LANDLORD shall be responsible for all systems including heating, cooling, electrical, plumbing and sewer lines. LANDLORD shall be responsible for all major heating, cooling electrical, plumbing and sewer problems that are not caused by TENANT.

d. There is ☒ OR ☒ is not a landscape contractor whose name and phone number are as follows:

In the case of landscaping being maintained by a contractor, TENANT agrees to cooperate with the landscape contractor in a satisfactory manner. LANDLORD-provided landscaping is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain landscaping and/or shrubs, trees and sprinkler system in good condition.

In the event the landscaping is not being maintained by a contractor, TENANT shall maintain lawns, shrubs and trees. TENANT shall water all lawns, shrubs and trees, mow the lawns on a regular basis, trim the trees and fertilize lawns, shrubs and trees. If TENANT fails to maintain the landscaping in a satisfactory manner, LANDLORD may have the landscaping maintained by a landscaping contractor and charge TENANT with the actual cost. Said costs shall immediately become additional rent.

e. There is ☒ OR ☒ is not a pool contractor whose name and phone number are as follows:

In the case of pool maintenance being maintained by a contractor, TENANT agrees to cooperate with the pool maintenance contractor in a satisfactory manner. LANDLORD-provided pool maintenance is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain the pool in good condition.

In the event the pool is not being maintained by a Contractor, TENANT agrees to maintain the pool, if any. TENANT agrees to maintain the water level, sweep, clean and keep in good condition. If TENANT fails to maintain the pool in a satisfactory manner, LANDLORD may have the pool maintained by a licensed pool service and charge TENANT with the actual cost. Said costs shall become additional rent.

f. Smoking will ☒ will not be permitted in or about the Premises. TENANT will be charged any costs incurred for the abatement of any damages by unauthorized smoking in the Premises.

27. ACCESS: TENANT agrees to grant LANDLORD the right to enter the Premises at all reasonable times and for all reasonable purposes including showing to prospective lessees, buyers, appraisers, insurance agents, periodic maintenance reviews and business therein as requested by LANDLORD. If TENANT fails to keep scheduled appointments with vendors to make necessary required repairs, TENANT shall pay for any additional charges incurred which will then become part of the next month's rent and be considered additional rent. TENANT shall not deny LANDLORD his/her rights of reasonable entry to the Premises. LANDLORD shall have the right to enter in case of emergency and other situations as specifically allowed by law. LANDLORD agrees to give TENANT twenty-four (24) hours notification for entry, except in case of emergency.

Property 6681 Tara Ave

Owner's Name TAKO LLC

Tenant Parnell Colvin

Tenant 503-490-6564

Initials PC

Las Vegas

NV 89146

Owner's Name

Tenant

Tenant

Initials

Initials

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28. ASSOCIATIONS: Should the Premises described herein be a part of a common interest community, homeowners association planned unit development, condominium development ("the Association") or such, TENANT hereby agrees to abide by the Governing Documents (INCLUDING Declarations, Bylaws, Articles, Rules and Regulations) of such community and further agrees to be responsible for any fines or penalties levied as a result of failure to do so by TENANT, TENANT's family, licensees or guests. Noncompliance with the Governing Documents shall constitute a violation of this Agreement. Unless billed directly to TENANT by the Association, such fines shall be considered as additional rent and shall be due along with the next monthly payment of rent. By initialing this paragraph, TENANT acknowledges receipt of a copy of the applicable Governing Documents. LANDLORD, at LANDLORD's expense, shall provide TENANT with any additions to such Governing Documents as they become available. LANDLORD may, at its option, with 30 days' notice to TENANT, adopt additional reasonable rules and regulations governing use of the Premises and of the common areas (if any). [] [] [] [] [] [] [] []

<input checked="" type="checkbox"/> Refrigerator	Intercom System	Spa Equipment
<input checked="" type="checkbox"/> Stove	Alarm System	Auto Sprinklers
<input checked="" type="checkbox"/> Microwave	Trash Compactor	Auto Garage Openers
<input checked="" type="checkbox"/> Disposal	<input checked="" type="checkbox"/> Ceiling Fans	BBQ
<input checked="" type="checkbox"/> Dishwasher	Water Conditioner Equip.	Solar Screens
<input checked="" type="checkbox"/> Washer	<input checked="" type="checkbox"/> Dryer	<input checked="" type="checkbox"/> Pool Equipment
<input checked="" type="checkbox"/> Garage Opener	Gate Remotes	Carpet
Trash Can(s) (circle one) owner provided _____ trash service provided _____		
<input checked="" type="checkbox"/> Floor Coverings (specify type) <u>hard wood, Tile, Carpet</u>		
<input checked="" type="checkbox"/> Window Coverings (specify type) <u>Blind</u>		

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vivianutg@hotmail.com

LANDLORD

30. **INSURANCE:** TENANT ☒ is OR ☐ is not required to purchase renter's insurance. LANDLORD, BROKER/AGL, and DESIGNATED PROPERTY MANAGER shall be named as additional insureds on any such policy. LANDLORD shall not be liable for any damage or injury to TENANT, or any other person, to any property occurring on the Premises or any part thereof, or in common areas thereof. TENANT agrees to indemnify, defend and hold LANDLORD harmless from any claims for damages. TENANT understands that LANDLORD's insurance does not cover TENANT's personal property. If the Premises, or any part of the Premises, shall be partially damaged by fire or other casualty not due to TENANT's negligence or willful act, or that of TENANT's family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Premises is uninhabitable. If LANDLORD shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

TENANT hereby acknowledges that the OWNER of the subject property does ☒ or does not ☐ have homeowner's insurance. TENANT agrees to cooperate with homeowner and homeowner's insurance company in all relevant matters. TENANT further agrees, upon written notice, to cease any and all actions that may adversely impact OWNER's insurance coverage under said policy.

31. **ILLEGAL ACTIVITIES PROHIBITED:** TENANT is aware of the following: It is a misdemeanor to commit or maintain a public nuisance as defined in NRS 202.450 or to allow any building or boat to be used for a public nuisance. Any person, who willfully refuses to remove such a nuisance when there is a legal duty to do so, is guilty of a misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of building, health or safety codes or regulations may be reported to the government entity in our local area such as the code enforcement division of the county city government or the local health or building departments. In addition continuing violations of HOA rules and regulations will be considered a public nuisance and TENANT hereby agrees that such continuing HOA violations shall be grounds for eviction.

32. **ADDITIONAL RESPONSIBILITIES:**

a. TENANT may install or replace screens at TENANT's own expense. Solar screen installation requires written permission from LANDLORD. LANDLORD is not responsible for maintaining screens.

b. With the exception of electric cooking devices, outdoor cooking with portable barbecuing equipment is prohibited within ten (10) feet of any overhang, balcony or opening, unless the Premises is a detached single family home. The storage and/or use of any barbecuing equipment is prohibited indoors, above the first floor and within five (5) feet of any exterior building wall. Adult supervision is required at all times the barbecue equipment is generating heat.

c. The Premises ☐ will -OR- ☒ will not be freshly painted before occupancy. If not freshly painted, the Premises ☐ will -OR- ☒ will not be touched up before occupancy. TENANT will be responsible for the costs for any holes or excessive dirt or smudges that will require repainting.

d. TENANT agrees to coordinate transfer of utilities to LANDLORD or BROKER/DESIGNATED PROPERTY MANAGER no less than 2 business days of vacating the Premises.

e. Locks may be replaced or re-keyed at the TENANT'S expense provided TENANT informs LANDLORD and provides LANDLORD with a workable key for each new or changed lock. TENANT further agrees to be responsible for any and all such rekey expenses should TENANT fail to notify LANDLORD in advance of any such replacement.

Property 6681 Tara Ave

Owner's Name

TAKO LLC

Las Vegas

NV 89146

Tenant

Parnell Colvin

Initials

Owner's Name

Tenant

503-490-6564

Initials

Tenant

Initials

Initials

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LANDLORD

f. TENANT may conduct a risk assessment or inspection of the Premise for the presence of lead-based paint and/or lead-based paint hazards at the TENANT's expense for a period of ten days after execution of this agreement. Such assessment or inspection shall be conducted by a certified lead based paint professional. If TENANT for any reason fails to conduct such an assessment or inspection, then TENANT shall be deemed to have elected to lease the Premises "as is" and to have waived this contingency. If TENANT conducts such an assessment or inspection and determines that lead-based paint deficiencies and/or hazards exist, TENANT will notify LANDLORD in writing and provide a copy of the assessment-inspection report. LANDLORD will then have ten days to elect to correct such deficiencies and/or hazards or to terminate this agreement. In the event of termination under this paragraph, the security deposit will be refunded to TENANT. (If the property was constructed prior to 1978, refer to the attached Lead-Based Paint Disclosure.)

g. TENANT may display the flag of the United States, made of cloth, fabric or paper, from a pole, staff or in a window, and in accordance with 4 USC Chapter 1, LANDLORD may, at its option, with 30 days' notice to TENANT, adopt additional reasonable rules and regulations governing the display of the flag of the United States.

h. TENANT may display political signs subject to any applicable provisions of law governing the posting of political signs, and, if the Premises are located within a CIC, the provisions of NRS 116 and any governing documents related to the posting of political signs. All political signs exhibited must not be larger than 24 inches by 36 inches. LANDLORD may not exhibit any political sign on the Premises unless the TENANT consents, in writing, to the exhibition of the political sign. TENANT may exhibit as many political signs as desired, but may not exhibit more than one political sign for each candidate, political party or ballot question.

i. DANGEROUS MATERIALS. TENANT shall not keep or have on or around the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on or around the Premises or that might be considered hazardous.

33. CHANGES MUST BE IN WRITING: No changes, modifications or amendment of this Agreement shall be valid or binding unless such changes, modifications or amendment are in writing and signed by each party. Such changes shall take effect after thirty days' notice to TENANT. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

34. CONFLICTS BETWEEN LEASE AND ADDENDUM: In case of conflict between the provisions of an addendum and any other provisions of this Agreement, the provisions of the addendum shall govern.

35. ATTORNEY'S FEES: In the event of any court action, the prevailing party shall be entitled to be awarded against the losing party all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs.

36. NEVADA LAW GOVERNS: This Agreement is executed and intended to be performed in the State of Nevada in the county where the Premises are located and the laws of the State of Nevada shall govern its interpretation and effect.

37. WAIVER: Nothing contained in this Agreement shall be construed as waiving any of the LANDLORD's or TENANT's rights under the laws of the State of Nevada.

Property: 6681 Tara Ave

Owner's Name

TAKO LLC

Tenant

Parnell, Colvin

Initials

R

Owner's Name

Las Vegas

NV

89146

Tenant

503-490-6564

Initials

Tenant

Initials

Initials

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LANDLORD

38. **PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held invalid or unenforceable, such ruling shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

39. **VIOLATIONS OF PROVISIONS:** A single violation by TENANT of any of the provisions of this Agreement shall be deemed a material breach and shall be cause for termination of this Agreement. Unless otherwise provided by the law, proof of any violation of this Agreement shall not require criminal conviction but shall be by a preponderance of the evidence.

40. **SIGNATURES:** The Agreement is accepted and agreed to jointly and severally. The undersigned have read this Agreement and understand and agree to all provisions thereof and further acknowledge that they have received a copy of this Agreement. This Agreement may be executed in any number of counterparts, electronically pursuant to NRS Chapter 719, and by facsimile copies with the same effect as if all parties to this agreement had signed the same document and all counterparts and copies will be construed together and will constitute one and the same instrument.

41. **LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NAC 645.640, _____ is a licensed real estate agent in the State(s) of _____ and has the following interest, direct or indirect, in this transaction: _____ (LANDLORD or TENANT) - OR - family relationship or business interest: _____

42. **CONFIRMATION OF REPRESENTATION:** The Agents in this transaction are:

TENANT's Brokerage:
DESIGNATED PROPERTY MANAGER _____ Broker's Name: _____
Agent's Name: _____ Xing R. Mao _____ Agent's License # _____
Address: 6292 Spring Mountain Rd # 105 _____ Las Vegas NV 89146
Phone: 702-248-1818 Fax: 702-253-7184 Email: vivianutg@hotmail.com

LANDLORD's Brokerage:
DESIGNATED PROPERTY MANAGER _____ Broker's Name: _____
Agent's Name: _____ Agent's License # _____
Address: _____
Phone: _____ Fax: _____ Email: _____

43. **NOTICES:** Unless otherwise required by law, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing and mailed by certificate of mailing to the following addresses:

BROKERAGE: _____
DESIGNATED PROPERTY MANAGER _____ BROKER: _____
Address: _____
Phone: _____ Fax: _____ Email: _____

TENANT Parnell Colvin _____ 503-490-6564
Address: _____
Phone: _____ Fax: _____ Email: _____

Property 6681 Tara Ave
Owner's Name TAKO LLC Las Vegas NV 89146
Tenant Parnell Colvin
Tenant 503-490-6564
Initials AC Initials
Initials Initials

Residential Lease Agreement Rev. 10/16

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Page 11 of 13

This form presented by Xing R. Mao | AHP Realty LLC | 702-248-1816 | vivianutg@hotmail.com

LANDLORD

44. **MILITARY PROVISION:** IN THE EVENT the TENANT is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the TENANT receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the TENANT may terminate this lease upon giving thirty (30) days written notice to the LANDLORD. The TENANT shall also provide to the LANDLORD a copy of the official orders or a letter signed by the TENANT's commanding officer, reflecting the change, which warrants termination under this clause. The TENANT will pay prorated rent for any days (he she) occupy the premises past the first day of the month. The security deposit will be promptly returned to the TENANT, provided there are no damages to the premises, as described by law.

45. **ADDENDA ATTACHED:** Incorporated into this Agreement are the following addenda, exhibits and other information:

- A. Lease Addendum for Drug Free Housing
- B. Lease Addendum for Illegal Activity
- C. Smoke Detector Agreement
- D. HOA Rules and Regulations
- E. Other: _____
- F. Other: _____
- G. Other: _____
- H. Other: _____

46. **ADDITIONAL TERMS AND CONDITIONS:**

The Owner holding all the tenant security deposit.
 The owner has agreed to release said security deposit to the tenant within a 30 day(end of the lease date) Said property has been maintained according to the property condition report or written, itemized account of the disposition of security deposit to the tenant.
 Tenant hereby acknowledges property management is with Vivian.
 Final inspection of side property. Please contact Carol Pang:702-488-5563
 Vivian:702-302-1530
 Landlord will not allow anybody smoke inside of the premises.
 The landlord has the right to enter the property prior 24 hours notice to the tenant.
 Tenant needs to take care the front yard and backyard.
 Tenant needs to replace AC filter every month.
 Tenant agrees to take care the pool, front yard and backyard by tenant self.
 It is tenant's responsibility to follow all the HOA rules and take care the violation letter and fines.
 Tenant must keep the house clean and in good condition.

Property 6681 Tara Ave

Owner's Name TAKO LLC

Tenant Parnell Colvin

Tenant 503-490-6564

Initials
Initials

Las Vegas

NV 89146

Owner's Name
Tenant
Tenant

Initials
Initials

Residential Lease Agreement Rev. 10.11

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Page 12 of 13

LANDLORD

Landlord agrees to rent the Premises on the above terms and conditions.

Xing R Mao
 LANDLORD OWNER
 OR Authorized Signatory
 TAKO, LLC
 PRINT NAME

03/15/2018
 DATE

LANDLORD OWNER
 OR Authorized Signatory
 PRINT NAME

DATE

Tenant agrees to rent the Premises on the above terms and conditions.

[Signature]
 TENANT'S SIGNATURE
 Parnell Colvin
 PRINT NAME

03/15/2018
 DATE

TENANT'S SIGNATURE
 503-490-6564
 PRINT NAME

DATE

TENANT'S SIGNATURE
 PRINT NAME

DATE

TENANT'S SIGNATURE
 PRINT NAME

DATE

Real Estate Brokers and Designated Property Managers:

A Real estate brokers, licensees, agents, and Designated Property Managers who are not also disclosed as a party to the transaction under paragraph 41 are not parties to this Agreement between Landlord and Tenant.

B Agency relationships are confirmed in paragraph 42

Property 6681 Tara Ave

Las Vegas

NV 89146

Owner's Name

TAKO LLC

Owner's Name

Tenant

Parnell Colvin

Initials

PC

Tenant

Initials

Tenant

503-490-6564

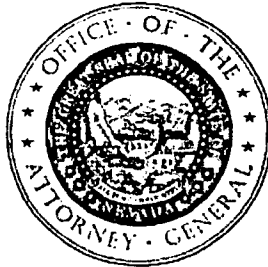
Initials

Tenant

Initials

STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

100 N. CARSON ST., CARSON CITY, NV 89701 – TEL# 775-684-1100 – FAX# 775-684-1108
 555 E. WASHINGTON AVE., STE 3900, LAS VEGAS, NV 89101 – TEL# 702-486-3420 – FAX# 702-486-3768



COMPLAINT FORM

The information you provide on this form may be used to help us investigate violations of state laws. Please be sure to complete all required fields. The length of this process can vary depending on the circumstances and information you provide. The Attorney General's office may contact you if additional information is needed. Supplemental materials can be attached to Section 6 of this complaint form, and if additional supplemental materials are acquired after submitting this form, please email them to AGCOMPLAINT@ag.nv.gov with COMPLAINT in the subject line.

*****ONLY COMPLAINTS THAT ARE SIGNED WILL BE PROCESSED*****

HAVE YOU PREVIOUSLY FILED A COMPLAINT WITH OUR OFFICE? ☐ YES ☒ NO
 If so, what are the approximate dates of previously filed complaint(s)?

SECTION 1: COMPLAINANT INFORMATION

LAST NAME: Colvin		FIRST NAME: Parnell		M.I.
ORGANIZATION:				
ADDRESS: 6681 Tara Ave		CITY: Las Vegas	STATE: Nv	ZIP: 89146
PHONE/MOBILE: (503)490-6564		EMAIL: PC681@YAHOO.COM		
AGE GROUP:	<input type="checkbox"/> UNDER 18	<input checked="" type="checkbox"/> 18 to 59	<input type="checkbox"/> 60 AND OVER	
PRIMARY LANGUAGE: English				

SECTION 2: TYPE OF COMPLAINT

<input checked="" type="checkbox"/> GENERAL INVESTIGATIONS	<input type="checkbox"/> MISSING CHILDREN	<input type="checkbox"/> TICKET SALES
<input type="checkbox"/> HIGH TECH CRIME	<input type="checkbox"/> MORTGAGE FRAUD	<input type="checkbox"/> WORKERS COMP FRAUD
<input type="checkbox"/> INSURANCE FRAUD	<input type="checkbox"/> OPEN MEETING LAW	<input type="checkbox"/> OTHER
<input type="checkbox"/> MEDICAID FRAUD	<input type="checkbox"/> PUBLIC INTEGRITY	

SECTION 3: MY COMPLAINT IS AGAINST

<input checked="" type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> BUSINESS <input type="checkbox"/> AGENCY NAME OF INDIVIDUAL/BUSINESS/AGENCY: AHP REALITY LLC / Vivian R. Mao			
ADDRESS: 6292 W Spring Mountain Rd #105		CITY: Las Vega	STATE: Nv ZIP: 89146
TELEPHONE NUMBER: (702)302-1530		EMAIL: vivianutg@hotmail.com	
WEBSITE:			
DATE ALLEGED VIOLATION OCCURRED: October 1,2019 to present.			
WAS A CONTRACT SIGNED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
HAVE YOU CONTACTED ANOTHER AGENCY FOR ASSISTANCE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF SO, WHICH AGENCY?			
HAVE YOU HIRED AN ATTORNEY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF SO, PROVIDE ATTORNEY'S CONTACT INFORMATION:			
IS COURT ACTION PENDING? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
DID YOU MAKE ANY PAYMENTS TO THE INDIVIDUAL OR BUSINESS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
HOW MUCH WERE YOU ASKED TO PAY? \$2750.00		HOW MUCH DID YOU ACTUALLY PAY? Nothing	
DATE OF PAYMENT:		PAYMENT METHOD:	

Continue to Section 4 to describe complaint.

Facebook: [/NVAttorneyGeneral](#) Twitter: [@NevadaAG](#) YouTube: [NevadaAG](#)

SECTION 4: DESCRIBE YOUR COMPLAINT:

➤ (to add attachments, see Section 5)

I signed a initial one year rental lease on March 15,2018. during the course of my lease I signed a two year extension. My lease want expire until March 31,2021 I have submitted my original lease for review marked tenant lease. My two year extension is just a cover page where (AHP REALITY LLC) just added the new dates and I signed my new lease extension. On or about October 2,2019 (AHP REALITY LLC) and property manager (Vivian R. Mao) tried to illegally evict me. I had a court date in front of Las Vegas Justice Court hearing master (David Brown). I was not present at the hearing because I had to work but occupant (Monique Brown) attended the hearing.

During the hearing the court kept referring to Ms. Brown, as a tenant which she is not listed as one in my lease only I am. The tenant is the one that gets evicted then all others follow as occupants. During the hearing the court kept referring to Ms. Brown, as a tenant because her personal information was listed on my lease. Once I spoke with Ms. Brown, and she informed me of the court saying she was a tenant, her name and contact number was on my lease. Which it should not be I am the only person that signed the lease and initial all required areas.

I was concerned about the court actions so I went to the clerks office to get a copy of the complaint the property manager filed and the lease it submitted to the court. I have enclosed the lease marked landlord. Upon review I noticed the landlord added Ms. Brown, name and contact information to my lease to make it appear to the court that she was a tenant. The landlord also changed the dates of my lease to make it seem I signed a one lease for two years from 04/01/18 to 03/31/20.

The landlord actions are illegal this is fraud, forgery and identity theft. Ms. Brown, initials are not on my original lease her contact information is not on my original lease and the dates of my original lease were fraudulently changed. Please look at the two versions of the leases submitted this is criminal conduct. I contacted the landlord and informed her that I found out about the changing of and altering my lease and submitted the fraudulent lease to the court she admitted she did it. On about October 21,2019 we had an emergency that required immediate assistance I contacted property manager (Vivian R. Mao) and she replied via text dont contact her no more because she no longer manage the property. I requested the owner contact number she never provided the information.

Months have went by and I never heard from the landlord and on February 2, 2020 I received a notice from the old landlord because the last correspondence I received she told me dont contact her because she no longer manages the property. I wanted to verify that Vivian R. Mao, is now managing the property again. Before I give her \$2750.00 she never would confirm she was managing the property again neither would her office confirm she was managing the property again. I have text her numerous times trying to confirm she was and to date she has never stated she is again managing the property again. I believe she is attempting to extort monies from me.

Finally the governor has put in place an eviction moratorium and yet the landlord is still attempting to evict me which is in violation of the governors orders.

EMAIL AGCOMPLAINT@aa.nv.gov to submit any additional information

SECTION 5: EVIDENCE

List and attach photocopies of any relevant documents, agreements, correspondence or receipts that support your complaint. Copy both sides of any canceled checks that pertain to this complaint.

My original lease marked tenant lease and lease marked landlord.

SECTION 6: WITNESSES

List any other known witnesses or victims. Please provide names, addresses, phone numbers, email address and website information.

Monique Brown
6681 Tara Ave
Las Vegas, Nv 89146
(503) 381-5158

SECTION 7: SIGN AND DATE THIS FORM

(The Attorney General's Office will not process any unsigned, incomplete or illegible complaint forms)

I understand that the Attorney General is **not my private attorney**, but rather represents the public by enforcing laws prohibiting fraudulent, deceptive or unfair business practices. I understand that the Attorney General does **not** represent private citizens seeking refunds or other legal remedies. I am filing this complaint to notify the Attorney General's Office of the activities of a particular business or individual. I understand that the information contained in this complaint may be used to establish violations of Nevada law in both private and public enforcement actions. In order to resolve your complaint, we may send a copy of this form to the person or firm about whom you are complaining. I authorize the Attorney General's Office to send my complaint and supporting documents to the individual or business identified in this complaint. I also understand that the Attorney General may need to refer my complaint to a more appropriate agency.

I certify under penalty of perjury that the information provided on this form is true and correct to the best of my knowledge.

******ONLY COMPLAINTS THAT ARE SIGNED WILL BE PROCESSED******

SIGNATURE:



PRINTNAME:

PARVELL COLVIN

DATE:

6/6/2020

Facebook: [/NVAttorneyGeneral](#) Twitter: [@NevadaAG](#) YouTube: [NevadaAG](#)

➤ SECTION 8: OPTIONAL INFORMATION

GENDER: ☒ MALE ☐ FEMALE

ETHNICITY:

<input type="checkbox"/> WHITE/CAUCASIAN	<input checked="" type="checkbox"/> BLACK/AFRICAN AMERICAN	<input type="checkbox"/> HISPANIC/LATINO
<input type="checkbox"/> NATIVEAMERICAN/ALASKAN	<input type="checkbox"/> ASIAN/PACIFIC ISLANDER	<input type="checkbox"/> OTHER:

HOW DID YOU HEAR ABOUT OUR COMPLAINT FORM (CHOOSE ONE):

<input type="checkbox"/> CALLED/VISITED OUR CARSON CITY OFFICE	<input checked="" type="checkbox"/> SEARCH ENGINE
<input type="checkbox"/> CALLED/VISITED OUR LAS VEGAS OFFICE	<input checked="" type="checkbox"/> AG SOCIAL MEDIA SITE
<input type="checkbox"/> CALLED/VISITED OUR RENO OFFICE	<input type="checkbox"/> ATTENDED AN AG PRESENTATION
<input type="checkbox"/> NEVADA OFFICIAL/ELECTED OFFICIAL	<input type="checkbox"/> OTHER

MARK ALL THAT APPLY

<input type="checkbox"/> INCOME BELOW POVERTY LEVEL	<input type="checkbox"/> MILITARY SERVICEMEMBER
<input type="checkbox"/> DISASTER VICTIM	<input type="checkbox"/> IMMEDIATE FAMILY OF SERVICEMEMBER/VETERAN
<input type="checkbox"/> PERSON WITH DISABILITY	<input type="checkbox"/> VETERAN
<input type="checkbox"/> MEDICAID RECIPIENT	<input type="checkbox"/> OTHER:

Facebook: [/NVAttorneyGeneral](#) Twitter: [@NevadaAG](#) YouTube: [NevadaAG](#)EMAIL AGCOMPLAINT@aa.nv.gov to submit any additional information

ADDITIONAL COMMENTS:

What are you hoping the Attorney General's office can do for you?

I am requesting that Attorney General office will bring charges against the landlord Vivian R. Mao, and AHP REALITY LLC. Their conduct is clearly illegal. They committed fraud, forgery, identity theft and are in violation of the governor's eviction moratorium order. They must be held accountable for their deliberate and intentional illegal conduct and actions.

EMAIL AGCOMPLAINT@aa.nv.gov to submit any additional information

RE: Tako LLC told me they want participate in rental program

From: Maureen Groneman (mkg@clarkcountynv.gov)

To: pc681@yahoo.com

Cc: david.balberdi@clarkcountynv.gov

Date: Tuesday, May 25, 2021 at 11:25 AM PDT

Good morning Mr. Colvin,

We have been in touch with the owners and they have decided not to participate in the CHAP program, however, we cannot move forward with issuing a payment until you complete an application through the CHAP portal.

You also need to complete a W9 and provide your lease agreement and a self-written statement indicating the dates and amounts of rent you owe. David will let you know if there are any other documents needed.

Regards,

Maureen Groneman

Office Services Manager

1600 Pinto Lane

Las Vegas NV, 89106

Ph# 702-455-5720

Fax# 702-455-6260

Office hours Monday-Thursday 7:30am-5:30pm

From: Mike Brown <pc681@yahoo.com>

Sent: Monday, May 24, 2021 2:25 PM

To: Maureen Groneman <MKG@ClarkCountyNV.gov>

Cc: Mike Brown <pc681@yahoo.com>; David Balberdi <David.Balberdi@ClarkCountyNV.gov>

Subject: Tako LLC told me they want participate in rental program

Hello, this is Parnell Colvin

I just wanted to touch basis with again in regards to the owner I believe from the new guidance there time to respond has come and gone. Also has the owner responded at all? I went to the owner home and was told Tako LLC want participate in the rental program. At this point I am requesting direct payment your response to my position would be very appreciated. Thank you and I look forward to hearing you.

RE: 2021 ERA CHAP Housing Assistance Program

From: Alma Tejada (alma.tejada@clarkcountynv.gov)

To: pc681@yahoo.com

Date: Wednesday, October 13, 2021 at 02:52 PM PDT

Hello Parnell,

As discussed, I am informing you of your landlord's decision regarding participation with the CHAP program. Your landlord has replied that they do not want to participate in the CHAP program. Please make sure to complete the CHAP Rent Attestation form that was requested of you in my email dated 10/12/21.

Thank you,

Alma Tejada | Senior Family Services Specialist

Clark County Social Service

1600 Pinto Lane, Las Vegas, NV 89106

T: 702.455.3299 | F: 702.380.9812

E: Alma.Tejada@ClarkCountyNV.gov W: [Clark County Social Service](#)

Work Schedule: Tuesday to Friday 7:00 AM – 5:30 PM

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From: Alma Tejada

Sent: Tuesday, October 12, 2021 2:29 PM

To: pc681@yahoo.com

Subject: 2021 ERA CHAP Housing Assistance Program

Hello Parnell,

Please provide the following in order to process your CHAP application.

- A copy of the 3 NV Energy bills you would like to include in your application.
- Since you report no income in the last 60 days the attached 2021 CHAP Income Self-Attestation form must be completed, including initialing section 3.
- Complete the CHAP Rent Attestation form to include the 3 months of rent you would like CHAP to pay. *We will only use this form and the information you provide if your landlord decides not to receive assistance from CHAP.*

Please submit (preferably by email) the needed information by 10/22/21.

Alma Tejada | Senior Family Services Specialist

Clark County Social Service

1600 Pinto Lane, Las Vegas, NV 89106

T: 702.455.3299 | F: 702.380.9812

E: Alma.Tejada@ClarkCountyNV.gov W: [Clark County Social Service](#)

Work Schedule: Tuesday to Friday 7:00 AM – 5:30 PM

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JUNE 08, 2006 | JUDICIAL WATCH

Wild West Judges In Las Vegas

Las Vegas is known as “Sin City” for its wild nightlife, nonstop gambling establishments and strip clubs but it turns out that its judicial system operates in similar impropriety, with judges who routinely rule in cases involving friends and business associates and in favor of lawyers who donate big bucks to their campaigns.

A three-part investigative series about the courts of Sin City shows how the 21 judges in the Las Vegas court system dispense a style of frontier justice, a fast and loose Wild West system that clearly violates ethical and legal boundaries. They hear civil and criminal cases and can be assigned anywhere in Nevada yet are considered district judges because they work out of courthouses in the judicial districts where they are elected.

The judges openly accept money and lavish fundraising parties from lawyers with big cases before them and lawyers publicly admit that, in Las Vegas, giving money to a judge’s campaign creates a hedge against bad things happening. Both parties call it “Hometown Justice” and one veteran Las Vegas attorney said financial contributions get you juice with a judge, adding that if you have juice, you get different treatment.

Those who don’t dish out the dollars will be punished with unfavorable rulings. One California business owner who refused to contribute to the campaign of the Las Vegas judge presiding over a case involving his company, asked the judge to withdraw from the case. The judge refused, the case went to trial and the business owner was ordered by the judge to pay \$1.5 million in damages.

The investigative series also provides numerous anecdotes of judges who ran unopposed yet collected thousands of dollars and gifts such as televisions, fancy wine and theater tickets from attorneys with cases assigned to their courtroom. One judge gave \$10,000 of unspent campaign money to his girlfriend. Not surprisingly, they all claim that their decisions are based on the facts and the law and that they don't even know who contributes to their campaign.

A big part of the problem is that the state's highest court, the Nevada Supreme Court, allows such lawless behavior because those justices also collect money from lawyers and casinos for their own campaigns. The state also does not require judges to reveal when their donors appear before them.

© 2019 Judicial Watch, Inc.

Judicial Watch is a 501(c)(3) nonprofit organization. Contributions are received from individuals, foundations, and corporations and are tax-deductible to the extent allowed by law.

[Shop](#) [Donate](#)

AO 240 (Rev. 07/10) Application to Proceed in District Court Without Prepaying Fees or Costs (Short Form)

UNITED STATES DISTRICT COURT

for the

District of Nevada



PARNELL COLVIN

Plaintiff/Petitioner

v.

TAKO LLC

Defendant/Respondent

Civil Action No. 2:22-CV-01928

APPLICATION TO PROCEED IN DISTRICT COURT WITHOUT PREPAYING FEES OR COSTS
(Short Form)

I am a plaintiff or petitioner in this case and declare that I am unable to pay the costs of these proceedings and that I am entitled to the relief requested.

In support of this application, I answer the following questions under penalty of perjury:

1. *If incarcerated.* I am being held at: _____

If employed there, or have an account in the institution, I have attached to this document a statement certified by the appropriate institutional officer showing all receipts, expenditures, and balances during the last six months for any institutional account in my name. I am also submitting a similar statement from any other institution where I was incarcerated during the last six months.

2. *If not incarcerated.* If I am employed, my employer's name and address are: _____

My gross pay or wages are: \$ 1,199.00, and my take-home pay or wages are: \$ 1,199.00 per
(specify pay period) MONTHLY.

3. *Other Income.* In the past 12 months, I have received income from the following sources (check all that apply):

- | | | |
|----------------------------------------------------|-----------------------------------------|----------------------------------------|
| (a) Business, profession, or other self-employment | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (b) Rent payments, interest, or dividends | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (c) Pension, annuity, or life insurance payments | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (d) Disability, or worker's compensation payments | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| (e) Gifts, or inheritances | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (f) Any other sources | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

If you answered "Yes" to any question above, describe below or on separate pages each source of money and state the amount that you received and what you expect to receive in the future.

I am disabled and I receive ssi.

AO 240 (Rev. 07/10) Application to Proceed in District Court Without Prepaying Fees or Costs (Short Form)

4. Amount of money that I have in cash or in a checking or savings account: \$ 100.00 .

5. Any automobile, real estate, stock, bond, security, trust, jewelry, art work, or other financial instrument or thing of value that I own, including any item of value held in someone else's name *(describe the property and its approximate value)*:

NONE.

6. Any housing, transportation, utilities, or loan payments, or other regular monthly expenses *(describe and provide the amount of the monthly expense)*:

Food, power bills and basic necessities.

7. Names (or, if under 18, initials only) of all persons who are dependent on me for support, my relationship with each person, and how much I contribute to their support:

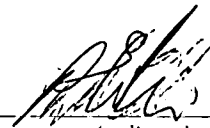
AC Daughter \$130
PC son \$130
EC SON \$130
MC Daughter \$130

8. Any debts or financial obligations *(describe the amounts owed and to whom they are payable)*:

power company \$740.

Declaration: I declare under penalty of perjury that the above information is true and understand that a false statement may result in a dismissal of my claims.

Date: 11/28/2022



Applicant's signature

PARNELL COLVIN

Printed name

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF Nevada

**Form 1. Notice of Appeal from a Judgment or Order of a
United States District Court**

U.S. District Court case number: 2:22-cv-01928

Notice is hereby given that the appellant(s) listed below hereby appeal(s) to the United States Court of Appeals for the Ninth Circuit.

Date case was first filed in U.S. District Court: November 1, 2022

Date of judgment or order you are appealing: 11/23/2022

Docket entry number of judgment or order you are appealing: 9

Fee paid for appeal? *(appeal fees are paid at the U.S. District Court)*

☐ Yes ☐ No ☐ IFP was granted by U.S. District Court

List all Appellants *(List each party filing the appeal. Do not use "et al." or other abbreviations.)*

PARNELL COLVIN

Is this a cross-appeal? ☐ Yes ☒ No

If yes, what is the first appeal case number?

Was there a previous appeal in this case? ☐ Yes ☒ No

If yes, what is the prior appeal case number?

Your mailing address (if pro se):

6681 TARA AVE

City: LAS VEGAS

State: NV

Zip Code: 89146

Prisoner Inmate or A Number (if applicable):

Signature Parnell Colvin 

Date November 29, 2022

Complete and file with the attached representation statement in the U.S. District Court

Feedback or questions about this form? Email us at forms@ca9.uscourts.gov

**UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

Form 6. Representation Statement

Instructions for this form: <http://www.ca9.uscourts.gov/forms/form06instructions.pdf>

Appellant(s) (List *each* party filing the appeal, do not use "et al." or other abbreviations.)

Name(s) of party/parties:

PARNELL COLVIN

Name(s) of counsel (if any):

Address: 6681 TARA AVE

Telephone number(s): (503) 490-6564

Email(s): PC681@YAHOO.COM

Is counsel registered for Electronic Filing in the 9th Circuit? ☐ Yes ☒ No

Appellee(s) (List *only* the names of parties and counsel who will oppose you on appeal. List separately represented parties separately.)

Name(s) of party/parties:

PARNELL COLVIN

Name(s) of counsel (if any):

Address:

Telephone number(s):

Email(s):

To list additional parties and/or counsel, use next page.

Feedback or questions about this form? Email us at forms@ca9.uscourts.gov

Continued list of parties and counsel: *(attach additional pages as necessary)*

Appellants

Name(s) of party/parties:

Name(s) of counsel (if any):

Address:

Telephone number(s):

Email(s):

Is counsel registered for Electronic Filing in the 9th Circuit? ☐ Yes ☐ No

Appellees

Name(s) of party/parties:

Name(s) of counsel (if any):

Address:

Telephone number(s):

Email(s):

Name(s) of party/parties:

Name(s) of counsel (if any):

Address:

Telephone number(s):

Email(s):

Feedback or questions about this form? Email us at forms@ca9.uscourts.gov